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RANSCRIPT OF REC D.

SUPREME COURT OF THE UNITED STATES.

No. 175.

USSELL SAGE, JAMES BUELL, AND N. A. COWDREY, INTERVENORS, APPELLANTS,

VS.

THE CENTRAL RAILROAD COMPANY OF IOWA ET AL.

PPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

FILED OCTOBER 2, 1876.

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INDEX.

	Original.	Print.
Bill of complaint	24	1
Subpœna in chancery	53	10
Marshal's return on subpœna	54	10
Subpœna in chancery to the Farmers' Loan and Trust Company	57	11
Marshal's return on subpœna	59	11
Exhibit A to bill of complaint, mortgage Central Railroad Company to Farmers' Loan and Trust Company	61	12
Demurrer to bill of complaint by the Central Railroad Company of Iowa	82	18
Appearance of Central Railroad Company of Iowa	86	19
Motion for appointment of receiver	88	19
Order of court at chambers, August 11, 1874	89	20
Amended and substituted bill	93	21
Exhibit A to amended and substituted bill bond	124	30
Exhibit B, mortgage Central Railroad Company to Farmers' Loan and Trust Company	131	33
Amendment to amended and substituted bill	154	39
Appearance and answer of the Farmers' Loan and Trust Company	157	40
Record entry, October 14, 1874; order overruling demurrer	163	42
Bill of complaint of the Farmers' Loan and Trust Company against The Central Railroad Company of Iowa	165	42
Exhibit A to bill of Farmers' Loan and Trust Company bond	190	52
Exhibit B, mortgage Central Railroad Company to Farmers' Loan and Trust Company	207	55
Motion for continuance	227	61
Affidavit of Isaac M. Cate	227	61
Affidavit of John H. B. Latrobe	235	63

	Original.	Print.
Exceptions to motion for continuance	242	65
Record entry October 16, 1874	245	66
Record entry October 16, 1874, appointing D. N. Pickering provisional receiver	246	66
Motion to produce original instruments	249	67
Affidavit of I. M. Cate	250	67
Affidavit of D. N. Pickering	251	67
Demurrer to bill of Farmers' Loan and Trust Company, trustee	256	69
Order of court at chambers, January 7, 1875, appointing D. N. Pickering receiver	263	70
Order of court at Chambers, January 21, 1875, authorizing receiver to adjust balances	270	71
Bond of D. N. Pickering, receiver	272	72
Amendment to bill of complaint	279	74
Amendment to bill of complaint	280	74
Record entry February 1, 1875	283	74
Appearance of I. M. Cate, J. S. Gilman, and Horace Abbott	285	75
Order of court at chambers, March 2, 1875	286	75
Subpœna in chancery to H. J. Boardman et al	288	75
Marshal's return on same	290	76
Answer of the Central Railroad of Iowa	294	77
Replication of Farmers' Loan and Trust Company to answer Central Railroad Company	309	81
Motion setting down exceptions to bill of complaint	312	81
Record entry May 13, 1875	314	82
May 14, 1875	316	82
May 19, 1875	318	82
Motion for leave to pay	322	83
Record entry October 31, 1874	323	83
Motion and affidavits for an order on the receiver to pay Abbott et al. for rent of engines	327	85
Affidavit of Aretus Blood	331	86
Affidavit of William Mason	333	87
Record entry October 21, 1875, directing payments	341	89
Petition of D. N. Pickering, receiver, for removal of car-shops from Eldora to Marshalltown, Iowa	391	101
Exhibit A to petition for removal	361	94
B to petition for removal, petition	345	90
C to petition for removal, affidavit of Gilman	379	98
D to petition for removal, certificate of Gilman	381	98
E to petition for removal, certificate	382	99
Demurrer of city of Eldora to petition for removal	404	104
Letter of E. W. Eastman to J. M. Love	406	104
Answer of city of Eldora to petition for removal	408	105
Affidavit of Joseph Edgington	434	110
Affidavit of J. W. McKenzie	440	111
J. I. Patterson	443	112
John Porter	446	112
Charles C. Gilman	451	113
John L. Dodge	458	114
John W. Gilman	465	116

DEPOSITION OF WITNESSES ON THE PART OF ELDORA, TAKEN AT ELDORA.

	Original.	Print.
Deposition of John Porter	475	118
S. F. Lathrope	479	119
W. J. Moir	480	119

	Original.	Print.
Deposition of H. L. Huff	483	120
Jos. Edgington	487	121
John W. Gilman	491	123
F. B. Woodruff	501	125
D. N. Pickering	508	127
T. Brown	519	131
D. N. Pickering, recalled	520	131
List of documents filed before master	524	132
A.—Bond for right of way	529	133
B.—Articles of incorporation of Central Railroad Company of Iowa	532	134
C.—Petition of New York and Boston committee of bondholders	571	143
D.—Original contract between the Central Railroad of Iowa and the citizens of Marshall Township, by township trustees	574	144
E.—	588	149
F.—Deed of Turner, Smith, and Willigood, and wives to Central Railroad of Iowa	596	152
G.—Transcript of judgment of Britton vs. Township of Marshall	601	153
Decree of Supreme Court in same case	606	154
H.—Certificate of common council of Marshalltown	614	156

DOCUMENTARY EVIDENCE ON PART OF ELDORA.

	Original.	Print.
1. Articles of incorporation of the Eldora Railroad and Coal Company	617	157
2. Articles of incorporation of Eldora and Steamboat Rock Coal Company	621	158
3. Contract of sale of Iowa River Railway Company to Central Railroad Company of Iowa	632	161
4. Deed of Iowa River Railway Company to Central Railroad of Iowa	642	164
5. Agreement of Eldora Railroad and Coal Company and Iowa River Railway Company	647	165
6. Quitclaim deed, Eldora Railway Coal Company to Iowa River Railway Company	652	166
7. Deed of Eldora and Steamboat Rock Coal Company to Eldora Railroad and Coal Company	657	168
8. (See list, page 528)		
9. Deed of Joseph Edgington to Central Railroad of Iowa	663	169
10. Deed of W. J. Moir to Eldora Railroad and Coal Company	665	170
Agreement of trustees Iowa Township, Marshall County, Iowa	668	171
Record entry May 26, 1875, setting down petition for removal for hearing	672	172
Notice of hearing to John Porter	674	172
Acceptance of service by Porter	676	173
Notice of hearing to the mayor of Eldora	677	173
Acceptance by Ellis Parker	679	174
Notice to Grant & Smith	680	174
Acceptance of service by Grant & Smith	682	174
Notice to John F. Duncombe	683	175
Acceptance	685	175
Master's report	687	176
Exceptions to master's report	697	178
Petition of intervention of C. C. Gilman	722	185
Order of court August 11, 1875	737	189
Order of court authorizing receiver to pay master's fee	738	189
Letter of H. Price submitting his report as special commissioner	740	189
Report of H. Price, special commissioner	741	190
Affidavit W. H. Sheffield in relation to report of H. Price	754	195
Motion for order on receiver to carry into effect recommendations of H. Price	758	196

	Original.	Print.
Record entry ordering receiver to carry into effect recommendations of special commissioner	760	196
Application of J. B. Grinnell for leave to use 3½ miles of Central Railroad track	765	198
Record entry referring application of Grinnell to Milo Smith	768	198
Record entry confirming contract of Grinnell and Montezuma Railroad Company and Central Railroad Company	770	198
Record entry ordering subpœna in chancery to issue to certain persons	772	199
Subpœna in chancery to Le Grand Quarry Company et al	777	200
Marshal's return	780	200
Affidavit of publication	783	201
Præcipe for appearance of Willigood, Smith and Turner	788	202
Answer of Willigood, Smith and Turner	790	203
Exhibit A to answer of Willigood et al	791	203
Præcipe for appearance of G. W. Mayberry, administrator	807	207
Answer of G. W. Mayberry, administrator	809	208
Transcript of judgment of W. H. Moore vs. Central Railroad Company of Iowa	813	209
Petition of E. L. Burton et al. for order on receiver to pay fees	820	210
Order of court	818	210
Intervening petition of Forsha and Irwin	825	212
Record entry referrring claim of Forsha and Irwin to G. G. Wright	829	213
Report of George G. Wright	832	213
Exhibit A to report	840	215
Exceptions to report	846	216
Record entry taking exceptions to report under advisement November 1, 1875.		
Intervening petition of C. T. Reynolds & Co.	851	217
Record entry ordering payment of claim	859	219
Intervening petition of Maxwell, Wheeler & Co.	861	220
Record entry ordering payment of claim	869	223
Claim of Missouri Car and Foundry Company	871	223
Order of court allowing claim	877	225
Petition of the Mowry Car and Wheel Works	879	225
Record entry allowing claim	891	228
Petition of John S. Newberry	893	229
Agreement	902	231
Contract betwen Pickering and Newberry	904	231
Record entry October 21, 1875, directing payments to imterpleaders, Newberry et al	910	233
Petition of Illinois Manufacturing Company	920	235
Record entry October 21, 1875, directing certain payment	924	236
Intervening petition of Marshall Township and Marshall County	926	236
Exhibit A to intervening petition of Marshall Township et al	931	238
Exhibit B to same	940	240
Answer of the Central Railroad of Iowa to petition of Marshall Township et al	956	244
Claim of H. E. J. Boardman for allowance of fees for services	959	244
Supplemental claim of Boardman	963	245
Notice	964	246
Affidavit of Boardman	965	246
Second supplementary bill of Boardman	968	247
Record entry referring claim of Boardman to J. H. Rogers, special master	971	247
Petition of intervention of Haskell and Barker Car Company	973	248
Exhibit A to petition of intervention of Haskell and Barker Car Company	979	250
Exhibit B to same	982	251

	Original.	Print.
Record entry October 21, 1875, ordering payment of above claim	985	252
Record entry May 13, 1875 ordering payment of claim of Seevers and Cutts	987	252
Hetition of Brown, Stone and Sears for allowance of attorney's fees	989	252
Exhibit A to petition of Brown, Stone and Sears	990	252
Exhibit B to petition of Brown, Stone and Sears	992	253
Record entry May 20, 1875, allowing claim of Brown, Stone and Sears	997	254
Record entry May 20, 1875, allowing claim of T. Brown	995	254
Notice of petition for injunction to Catherine Finch	1000	254
Petition of receiver for injunction against Catherine Finch et al	1002	254
Exhibit A to petition for injunction	1010	258
B to petition for injunction	1013	258
C to petition for injunction	1020	261
Injunction against Catherine Finch et al	1024	261
Marshal's return on injunction	1027	262
Petition of Theodosia M. McGlone	1030	263
Motion for order to pay claim of Addie E. Berry, administratrix	1038	265
Petition of intervention of Addie E. Berry	1039	265
Motion for order to pay claim of George D. Williams	1047	267
Petition of intervention of George D. Williams	1049	267
Petition of intervention of A. J. Cooper, administrator	1056	269
Answer to petition of A. J. Cooper	1067	269
Record entry January 12, 1876, referring petition to L. M. Fisher, special master	1073	274
Report of L. M. Fisher, special master	1076	274
Petition of intervention of Catherine Finch	1084	276
Transcripts of judgment of Catherine Finch vs. The Central Railroad Company of Iowa	1086	277
Record entry January 13, 1876, ordering payment of 50 per centum of judgments of Addie E. Berry, W. H. Moore, and Catherine Finch	1095	279
Record entry May 14, 1875, appointing L. M. Fisher special master to report amount bonds, &c	1097	280
Report of L. M. Fisher, special master	1101	282
Schedule A, statement amount due on first-mortgage bonds	1111	286
B, statement amount due on principal second-mortgage bonds	1112	287
C, statement amount due on third-mortgage bonds	1113	287
D, statement amount due on judgments	1113	287
E, statement amount due on judgments	1114	288
F, statement of property, &c., Central Railroad Company	1115	289
Statement expense of master	1122	292
Proceedings before master, September 1, 1875	1119	291
Synopsis of evidence introduced before master on part defendant	1123	292
Stipulation of parties before master	1130	294
Report of committee to bondholders of Central Railroad Company of Iowa	1132	295
Circular to bondholders	1165	303
Report of New York joint committee	1167	304
Agreement as to affairs of the Central Railroad Company of Iowa	1180	308
Report of Charles Alexander	1199	313
Articles of incorporation of the Saint Louis, Iowa, and Minnesota Railroad Company	1232	328
Prospectus of the Saint Louis, Iowa, and Minnesota Railroad Company	1248	333
Compromise measure	1259	348
Bondholders petition No. 1 to secure results recommended by H. J. Boardman, A. V. Lynde, Clarles Alexander, committee	1273	353
Bondholders petition No. 2	1407	437
Bondholders petition No. 3	1478	477

	Original.	Print.
Bondholders' petition approving the compromise measure	1532	516
Certified copy of first mortgage	2008	725
second mortgage	2033	731
third mortgage	2056	737
Deed of trust of Central Railroad of Iowa to Central Railroad Company of Iowa	2084	744
Bondholders' petition No. 6 to L. M. Fisher, special master	2215	785
Affidavits before L. M. Fisher, special master, on part of Central Railroad	2302	833
Schedule of protests against appointment of D. N. Pickering	2439	873
Petition of bondholders as to appointment of receiver	2455	876
Miscellaneous papers admitted in evidence before L. M. Fisher, special master	2666	880
Supplemental report of L. M. Fisher, special master	3050	1079
Record entry January 13, 1876, ordering payment of fees of L. M. Fisher	3075	1088
Petition for removal of D. N. Pickering, receiver	3077	1088
Answer of D. N. Pickering, receiver	3085	1090
Affidavit of E. Clark	3092	1091
D. N. Pickering	3094	1092
H. E. J. Boardman	3102	1094
Record entry December 31, 1875, appointing L. M. Fisher special master to inquire into alleged lien and preference	3111	1096
Report of L. M. Fisher, special master	3116	1097
Evidence before L. M. Fisher, master	3136	1102
Exceptions to masters' report	3290	1143
Record entry January 17, 1876, appointing J. B. Grinnell receiver	3296	1145
Remarks of court upon appointment of Grinnell	3300	1145
Bond of J. B. Grinnell, receiver	3305	1147

REPORTS OF RECEIVER.

	Original.	Print.
Report of provisional receiver	3315	1149
Report of receiver for December, 1874	3346	1159
January, 1875	3347	1160
February, 1875	3349	1161
March, 1875	3351	1162
April, 1875	3353	1163
May, 1875	3354	1164
June, 1875	3357	1167
July, 1875	3374	1177
August, 1875	3382	1182
September, 1875	3339	1189
October, 1875	3392	1192
November, 1875	3393	1192
December, 1875	3394	1193
January, 1876	3395	1194
Petition of trustees as to demand of bondholders for sale	3398	1195
Demand of Russell Sage et al. for sale	3400	1195
Final decree, October 22, 1875	3403	1196
Petition for appeal of Farmers' Loan and Trust Company, trustee for Russell Sage, James Buell, and N. A. Cowdrey	3410	1200
Notice to Farmers' Loan and Trust Company by Russell Sage et al	3412	1200
Appeal bond	3416	1201
Order of court denying appeal	3422	1202
Petition for leave to intervene by Russell Sage, James Buell, et al	3425	1203
Motion of Sage et al. to set aside decree	3434	1204
Record entry January 14, 1876, order by Judge Dillon	3440	1205

	Original.	Print.
Petition of E. F. Phelps for leave to sue Central Railroad in State court	3454	1208
Record entry January 13, 1876, order as to E. F. Phelps	3457	1209
Record entry January 15, 1876, payment to clerk	3459	1209
Petition of Russell Sage, et al. for appeal and order, Samuel F. Miller	3461	1209
Report of P. F. Lomax, special master	3468	1211
Report of J. B. Grinnell, receiver	3491	1217
Agreement of parties as to jurisdiction of the circuit court of the United States for the district of Iowa over the receiver	3498	1218
Copy of citation and bond with service accepted by Central Railroad Company of Iowa	3501	1220
Copy of citation and bond with service accepted by J. M. Cate et al	3507	1220
Citation	3514	1222
Supersedeas bond	3517	1222
Certificate of clerk	3521	1223

1-22 Pleas in the circuit court of the United States of America, in and for the district of Iowa, at a term thereof begun and holden at the United States court-room in the city of Des Moines and district aforesaid, on the second Monday of October, the same being the eleventh day of October, 1875, before the honorable John F. Dillon, United States circuit judge for the eighth circuit, and Hon. James M. Love, United States district judge in and for said district of Iowa.

23 Be it remembered that heretofore, to wit, on the second day of June, A. D. 1874, Charles Alexander, A. V. Lynde, and others, by their attorney, Platt Smith, esq., filed in the clerk's office of the circuit court of the United States, in and for the district of Iowa, their bill of complaint against the Central Railroad Company of Iowa, and The Farmers' Loan and Trust Company, trustee, which said bill of complaint is in the words and figures following, to wit:

24 In the circuit court of the United States for the district of Iowa. October term, 1874.

Charles Alexander, A. V. Lynde, and others,
against
The Central Railroad Company of Iowa, and the Farmers' Loan & Trust Company of New York, trustees.

To the judges of the circuit court of the United States for the district of Iowa:

1. Charles Alexander, of the city of Boston, A. V. Lynde, of Melrose, E. B. Page, of the city of Boston, A. W. Spencer, of the city of Boston, and Sophia W. Dana, of Brookline, who are all citizens of the State of Massachusetts, Elijah Colburn of Nashua, and Joseph Wentworth of Concord, citizens of the State of New Hampshire, and Nathaniel Holmes, of the city of S't Louis, a citizen of the State of Missouri (who sue on behalf of themselves and other numerous parties as hereinafter shown), bring this their bill against the Central Railroad Company of
25 Iowa, a corporation duly organized, established, and existing
under the laws of the State of Iowa, and a citizen of said State of Iowa, and against The Farmers' Loan & Trust Company of New York, a corporation duly organized, established, and existing under the laws of the State of New York, and a citizen of said State of New York, trustees.

2nd. And thereupon your orators complain and say that heretofore, to wit, on the 15th day of July, 1869, the said Central Railroad Company of Iowa, def'ts desiring to obtain money with which to construct, build, and equip a certain railroad within the said State of Iowa, as hereinafter set forth, and being thereunto lawfully authorized, made, and executed unto the said Farmers' Loan & Trust Company of New York, certain first-mortgage bonds of the said Central Railroad Company of Iowa, for the sum of $3,776,000.00, payable to the said Farmers' Loan and Trust Company or bearer on the 15th day of July, 1899, in United States gold coin at par, with interest in gold coin as aforesaid at the rate of seven per cent. per annum, payable semi-annually, free from U. S. Gov-
26 ernment tax, on the 15th day of January and July in each year on
presentation of the respective coupons thereto attached, both principal and interest being payable at the office of said railroad com-

pany in the city of New York, said series of bonds being of the denomination of five hundred and one thousand dollars each. A copy of one of of said bonds (being a part of Exhibit "A"), is hereto annexed and referred to as a part of this bill, the same being precisely like all the others of said bonds, save numbers and amounts.

3rd. That on the 9th day of Sept., 1869, the said Central Railroad Company of Iowa, being thereunto lawfully authorized, for the purpose of securing the payment of the said bonds at the several dates when the principal and interest thereof should fall due to the holders and owners thereof, made, executed, and delivered unto the said Farmers' Loan & Trust Company of New York, as trustees of the holders and owners of the bonds aforesaid, and to said trustees' successors, a certain mortgage, or deed of trust, of the entire corporate property of the said
27 Central Railroad Company of Iowa, and all its franchises and privileges, then held or acquired, or to be thereafter constructed or acquired, extending from a point in Davis County, on the south line of the State of Iowa, at the intersections of said line by the North Missouri Railroad, thence to Oskaloosa, in Mahaska County, thence northerly to Marshalltown, thence to Ackley in Hardin County, and thence northerly to the north line of the State of Iowa, at a point to be thereafter determined, including all the right of way, road bed finished, and in process of construction, with all material collected for construction or operative purposes, depot grounds, gravel pits, quarries, and real estate, station-houses, water tanks, repair and machine shops, turn-tables, coal houses, and sheds, and all things of any name or nature belonging to said co., also all machinery, locomotives & rolling stock, all tools and supplies acquired, or to be acquired, and the net income of said railroad company during the continuance of said trust.

28 That afterwards, the said mortgage, or deed of trust, was filed for record in the offices of the recorders of the several counties through which the line of said railway extends, and the same was duly recorded in the said several counties of Iowa, as shown by the following schedule.

In the county of Davis on Sept. 16th, 1869; in Appanoose County, Sept. 20th, 1869; in Wapello County, Sept. 18th, 1869; in Mahaska County, Sept. 17th, 1869; in Monroe County, Sept. 17th, 1869; in Jasper County, April 3d, 1874; in Powsheik County, Sept. 17th, 1869; in Marshall County, Sept. 10th, 1869; in Hardin County, Sept. 10th, 1869; in Franklin County, Sept. 11th, 1869; in Cerro Gordo County, Sept. 13th, 1869; and in Worth County, Sept. 16th, 1869.

That afterwards, the said Central Railroad Company of Iowa, through its agents, negotiated, sold, and delivered unto these complainants, and divers and sundry persons, who are exceedingly numerous, and many of whom are unknown to these complainants, a large number of
29 the said first-mortgage bonds, to wit, amounting to $3,700,000.

That on the 15th day of January and July, 1873, and the 15th day of January, 1874, large sums of the several semi annual instal'ments of interest fell due for the six months preceeding each of said dates, and thereupon a large number of the several owners and holders of the coupons representing said interest, presented the same at the office of the said railroad company, in the city of New York, for payment thereof, but the said railroad company thereupon neglected and refused to pay the same, and still does neglect and refuse to pay the same, and a portion of the said interest due Jan'y 15th, 1873, and substantially all of the said interest which fell due July 15th, 1873, and Jan'y 15th, 1874, still remains unpaid, and as your complainants believe, aver, and charge wholly due.

And these complainants further represent and show, that on the 15th day of April, 1871, the said Central Railroad Company of Iowa,
30 def'ts, made & executed unto the said Farmers' Loan & Trust
Company of New York, certain second-mortgage bonds of the Central Railroad Company of Iowa, for the sum of nine hundred and twenty five thousand dollars, payable to the said Farmers' Loan & Trust Company, or bearer, on the 15th day of April, 1901, with interest in United States gold coin, free from gov't tax, at 7 per cent. per annum, payable semi-annually on the 15th days of April and October in each year on presentation of the respective coupons thereto attached, at the office or agency of the said railroad company in the city of New York, said bonds, as your compl'ts believe, being of the denomination of one thousand dollars each.

That on said 15th day of April, 1871, the said Central Railroad Company of Iowa, for the purpose of securing the payment of the said last mentioned bonds at the dates when the principal and interest thereof should fall due to the holders and owners thereof, executed and
31 delivered unto the said Farmers' Loan & Trust Company of New
York, as trustees of the said holders and owners, a certain second mortgage, or deed of trust, of that date, of all the property, franchises, and privileges acquired, or to be acquired, by the said Central Railroad Company of Iowa, together with all machinery and rolling stock, and net earnings of the said railroad company, the lein of the said instrument being therein specially made subject and junior to the first mortgage, or deed of trust, aforesaid, which mortgage was also recorded in the several counties before named, but subsequent to the dates when the said first mortgage was recorded in the said respective counties. And the said mortgage is a second lien on the said railroad and property, and net earnings as aforesaid.

That afterwards, the said Central Railroad Company of Iowa, negotiated and sold in the market a large number of the said second-mortgage bonds, amounting to the sum of nine hundred and twenty-five thousand dollars.

32 That as your complainants are informed and believe, nearly the
whole amount of interest on said second mortgage which fell due April 15th, and Oct. 15th, 1873, and April 15th, 1874, is still due and unpaid.

Your complainants further show that on the 15th day of May, 1872, the said def'ts, the Central Railroad Company of Iowa, made and executed unto the said Farmers' Loan & Trust Company of New York certain third-mortgage bonds of the said Central Railroad Company of Iowa, for the sum of about $1,400,000.00, payable to the said Farmers' Loan and Trust Company, or bearer, on the 15th day of May, 1902, with interest in gold coin, free from government tax, at 7 per cent. per annum, payable semi-annually, on the 15th days of May and November in each year, on presentation of the coupons thereto attached, at the office of the said railroad company in the city of New York, said bonds being of the denomination of $1,000.00 each.

That on the said 15th day of May, 1872, the said Central Rail-
33 road Company of Iowa, for the purpose of securing the payment
of the said bonds and the interest thereon at the several dates when the same should fall due to the holders and owners thereof, executed and delivered unto the said Farmers' Loan and Trust Company of New York, as trustees of the said holders and owners, a certain

third mortgage of all the property included in the said first & second mortgages, stipulating therein that the same was subject to the liens created by the said first and second mortgages, which said mortgage was recorded in several of the counties above named, but after the recording therein of the said first and second mortgages. That afterwards the said Central Railroad Company of Iowa negotiated loans of large sums of money, depositing of said bonds last named as collateral security for the payment of said loans large amounts, and purchased cars upon credit, also depositing large sums of said bonds as security for the payment of the indebtedness so contra'ted, which sums of said
bonds amounts to over $500,000.00, upon which said third-mort-
34 gage bonds no interest has been paid.

Your complainants further represent that Isaac M. Cate has for a year and a half last passed been a director, and ever since April 5th, 1873, been the president, of the said Central Railroad Company of Iowa; that John S. Gilman, Thomas Kinsett, and Horace Abbott have been directors of the same ever since the organization thereof; that A. L. Hatch, treasurer of said railroad company, and G. E. Taintor and H. C. Fahnestock have also been and still are directors of the same, and the said parties constitute a majority of the board of directors of said company.

That the said late president and the said other parties, directors as aforesaid, each hold large amounts of the floating indebtedness of the said Central Railroad Company, and, besides the bondholders, are the principal creditors of said company.

That D. N. Pickering is the general superintendent of the said Cen-
tral Railroad Campany of Iowa, and has almost the entire man-
35 agement of the said company's affairs in this State; that, al-
though the by-laws of said company require that the treasurer shall give bond in such sum as the directors shall order, no order has been made by them in relation to such bond, nor has any bond been given by the said A. L. Hatch, treasurer; that the said treasurer is continually absent in New York, and the business properly pertaining to the duties of the treasurer within this State is wholly managed by the said D. N. Pickering and his clerks, who are in the habit of receiving and paying out money belonging to the company and making no report of such receipts and expenditures to the said treasurer, A. L. Hatch.

Your complainants further represent that the said Central Railroad Company of Iowa, acting by its directors aforesaid, on the 10th day of June, 1873, caused to be issued and sent to all the holders of the said railroad company's bonds a certain printed circular, which contained,
among other things, the fol statement:
36 "The following is a comparative statement of earnings and
expenses for 1872 and 1873, namely:

1872.			
March.	Earnings		$42, 301
	Expenses	$42, 750	
April.	Earnings		$42, 405
	Expenses	$49, 752	
May.	Earnings		$38, 388
	Expenses	$48, 402	
		$123, 094	$140, 904

1873.			
March.	Earnings	$63,288	
	Expenses		$43,358
April.	Earnings	$55,709	
	Expenses		$38,715
May.	Earnings	$52,000	
	Expenses		$37,000
		$170,997	$119,073"

And the said circulars also contained the following proposals and solicitations addressed to the bondholders of the said Central Railroad Company of Iowa:

"In order to obtain means for equipping this road it is necessary to ask the bondholders to extend the interest coming due during two years until Jan'y 1st, 1879, the coupons for these two years' interest to be placed with the Farmers' Loan & Trust Co. at New York
37
City, in trust, that company being the trustee for the bondholders, and scrip for these amounts, payable Jan. 1, 1879, with interest at 7 per cent. gold, payable semi-annually, to be given therefor, interest to be added to Jan'y 1st, 1874, on coupons due April and October, 1873, and deducted from those coming due after that date, up to and inclusive of Jan'y 15th, 1875."

Your complainants aver and show with reference to the said circular that the same was, in the afore-mentioned statement of the comparative earnings and expenses of the said railroad, intended to be used and was used for the purpose of inducing these complainants and the others of said bondholders to extend the payment of the said interest coming due for two years until Jan'y, 1879; and your complainants further aver and show that the said table of earnings and expenses, together with other statements in said circular contained, were made in said
38
circular the basis of an estimate showing that the net earnings of said railroad were largely increasing, which estimate was therein made to said bondholders for the purpose of inducing them to extend the payment of interest as aforesaid by a contract to so extend the payment thereof, and to tie themselves up so that the said mortgages could not be foreclosed.

And your complainants aver and charge that the said table and other statements of said circular were false in fact; that instead of there having been net earnings of said railroad of $15 000.00 in the month of May, 1873, there had been a net loss of the sum of $42.20; that instead of net earnings of said railroad during said period of three months of $51,924 the net earnings thereof were only the sum of about $27,490.00; that the said estimates of increase of net earnings based upon said table and other statements aforesaid were also false, and made with intent to mislead and deceive these complainants and the other of said bondholders, and to induce them to extend the payment of
39
said interest as aforesaid; that the said railroad company, in so composing and circulating the said circular among these complainants and others of the holders of the said bonds, conspired & confederated together to cheat, wrong, and defraud these complainants and the others of said bondholders, by inducing them to believe that the net earnings of the said railroad were much greater than they really were, and that such net earnings would increase in a much greater ratio than the facts known to said directors warranted them in so estimating and representing, and by inducing the said bondholders, including these

complainants, to grant an extension as asked in the said circular under the belief that, by so doing, said complainants and other bondholders would realize their interest at an earlier day than they otherwise would.

And your complainants further show that a number of the holders and owners of said first-mortgage bonds, including these complainants, or a part of them, and some one hundred others, whom your complainants represent, believing said statements contained in the said circular
to be true and relying thereon, were induced thereby to surren-
40 der their coupons to the said Farmers' Loan & Trust Company,
trustees, and extend the payment of interest due and to become due thereon, as asked by said railroad company in said circular, and to receive in lieu thereof a certificate purporting to entitle the holder thereof to the payment of semi-annual interest upon the sums of interest represented by said coupons, but that the said A. W. Spencer, Sophie W. Dana, and Joseph Wentworth, compl'ts, did not so surrender their said coupons nor enter into the said contract of *of* extension of the payment of interest.

Your complainants further show that the net earnings of the said Central Railroad Company of Iowa for the year 1872 was the sum of $140,000.00; that the net earnings thereof for 1873 were the sum of $126,000,00; that the said company's bonded indebtedness inclusive of interest is now the full sum of $5,500,000 in gold; the portion thereof owing upon said first-mortgage bonds, inclusive of interest, being the sum of at least $4,000,000 in gold; that the rate of interest upon said bonds and upon all the bonds of said company is rapidly increasing; that the affairs of the said company are hopelessly involved, and that
there is no reason for believing that the said affairs of the said
41 company will or can be improved under the present management;
that the said railroad, together with all its rolling-stock and other property included in the said first mortgage are not worth the amount of the said first-mortgage bonds so sold as aforesaid, and that said company's line of road and property are fast getting into a state of dilapidation and bad repair.

Your complainants further represent that the said Isaac M. Cate, John S. Gilman, Thomas Kinsett, Horace Abbott, A. L. Hatch, G. E. Tainter, and H. C. Fahnestock, who constitute as aforesaid a majority of the board of directors of said Central Railroad Company of Iowa, and, aside from the bondholders, also constitute the principal creditors of said company, are engaged in managing the affairs of said company with reference to their own private interests and not with proper regard to the interests of said company and the holders of said company's bonds.

That the said John S. Gilman and Isaac M. Cate are related to the said Horace Abbott, being his sons-in-law; that, as complainants are informed and believe, the said Cate, Gilman & Abbott believing that, as
an extension of the payment of interest coupons had been se-
42 cured in many instances and the hands of said bondholders so
tied up that a foreclosure could not be had, they could then procure judgments against the said railroad company for their respective portions of the said floating debt, and so secure a lien for the same upon the said company's road and property which would have priority over the liens of the bondholders, employed the firm of Seevers & Cutts (said Seevers being then and now the vice-president of the said railroad company), who commenced three several suits against said railroad company in the circuit court of Powsheik County, Iowa, on part of said Gilman, Abbott, and Cate; that said attorneys requested D. N. Picker-

ing, the general sup't of said company, to go from Marshalltown, the place where said railroad company's offices are located, to Powsheik Co., for the purpose of having the original notices of said suits served upon him; that the said Pickering went accordingly to said county and the said notices were privately served upon him by a person not an officer; that said suits were brought at Montezuma, a point remote from the line of the said Central Railroad of Iowa, and the said suits were conducted with as much secresy as was possible, and such proceedings were had that a judgment was rendered against said company in favor of
43 each of said parties by default, the same aggregating about $189,000.00. And the said parties thereupon caused transcripts of said judgments to be filed in nearly all the counties through which said line of road extends, and in several of said counties, through some oversight, the said third mortgages had not been filed for record.

And your complainants further show that said Cate, Gilman, and Abbott and the others of said directors falsely pretend that in so procuring said judgments to be rendered they acted for the benefit of the holders of the said company's bonds. and for the benefit of said railroad company, whereas in truth and in fact the said parties acted solely for the benefit of the said Cate, Gilman, and Abbott, and the said judgments now stand upon the records of the said counties apparently in full force, and in some of said counties a lien upon the property of said railroad company superior to the lien of the third mortgage aforesaid.

Your petitioners further aver that the said judgments were fraudulently obtained by the pl'ffs therein, with the knowledge and connivance of other members of the said board of directors, and that in at
44 least one case the judgment was founded in part upon a fictitious and unfounded claim, to wit, in the case of Isaac M. Cate v. The Central Railroad Company of Iowa, whereas the sum of $10,000.00 and interest was claimed upon an order of the said company's treasurer, A. L. Hatch, drawn upon said Isaac M. Cate, which sum and order had long been paid to said Cate, judgment was rendered as aforesaid against the said railroad company, and said judgment included the said $10,000.00 and interest alleged to be due upon said order, and the same now forms a part of said judgment.

Your complainants further show that the said railroad company have made fraudulent preferences in the payment of this indebtedness, and have misapplied their net earnings, to wit:

One H. J. Boardman being the holder of certain of said railroad company's second-mortgage bonds, brought suit in a certain court in the county of Marshall upon overdue interest-coupons thereof, and on the 24th day of Feb'y, 1874, recovered judgment therein for the sum of $10,283.32, to the prejudice of the rights of all the holders of the said first-mortgage bonds, and the said railroad company have paid
45 out of their net earnings sums of money upon their floating debt, while at the same time they have failed and refused to pay the interest due upon their first-mortgage bonds.

Your compl'ts further show that the said Central Railroad Co. of Iowa owe a floating indebtedness of several hundred thousand dollars, the exact amount not being known to compl'ts; that there is due the employees and operatives of said company for labor more than $100,000, part of which has been due ever since August, 1873; that said co. has been in the habit of issuing scrip therefor, and directly or indirectly discounting the same, while at the same time paying their floating debt out of said net earnings of their railroad, and giving as reasons for not paying their said employees that there are no funds on hand with which to pay them.

Your petitioners further show that the general business of the said Central Railroad Company of Iowa has been and is managed in a very loose and reckless manner; that, as your compl'ts are informed and believe, the books of the said company are kept in so confused and insufficient a manner that the accounts in relation to the earnings and expenses of the said railroad cannot be balanced within some $25,000.00.

46 That the said company have leased certain four locomotive-engines from the said directors, Abbott, Cate, Gilman, and Kinsett, agreeing to keep the same at all times in perfect repair, and to pay as rental of the same a sum which is equal to twenty-five per cent. of the original value of the said engines per annum.

That, owing to the reckless management of the said company, their round-house at Marshalltown was burned, and for the reason that no insurance had been taken upon said business, the said burning resulted in a total loss to the company of about $15,000.00, and that by reason of the reckless management your complainants' security is becoming impaired and less reliable and safe.

Your petitioners further represent that, heretofore, to wit, on the 19th day of Feb'y, 1874, your said complainants and very numerous others of the holders of the first mortgage bonds aforesaid, and a very large number of the said second-mortgage bondholders, having discovered the several false and fraudulent representations of said circular of June 10th, 1873, to be false and fraudulent, and being informed of the said several misapplications of the funds of said railroad company and other misapplications thereof, and the general mismanagement
47 of the affairs of said company, and being very apprehensive and
solicitous with regard to their interests in said railroad and property, held a meeting of the bondholders of the said Central Railroad Company of Iowa, at Boston, Mass., to hold counsel in relation thereto and adopt measures for relief in the premises. The said meeting was largely attended by the holders of said first-mortgage bonds and by many of the holders of said second-mortgage bonds. That at said meeting it was resolved that all parties in interest amicably join in a petition to the courts for a decree of foreclosure, which shall give the first-mortgage bondholders the preference to *to* which they are entitled, &c., and the said meeting appointed the compl'ts, Cha's Alexander, A. V. Lynde, and H. J. Boardman, a committee to carry out the recom'endations made by the said bondholders; that the said bondholders' meeting took such action with reference to the said agreement of extension of the payment of interest that the said bondholders disaffirmed the said management, since which time a large number of the holders of the said first-mortgage bonds and also a large number of the holders of the said
48 second-mortgage bonds have sent to said committee their disaf-
firmance of the said extension; that comp'ts believe that before a decree can be reached in this cause, the holders of a very large majority of the said bonds will have so disaffirmed such extension and elected to join in this action.

Your complainants further show that the said committee of the said bondholders afterwards called upon the officers of the said Farmers' Loan & Trust Company of the city of New York, and demanded that the said Loan & Trust Company, trustees of the said first-mortgage bondholders bring an action to foreclose the said first-mortgage of the said Central Railroad Company of Iowa; and the said Farmers' Loan

& Trust Company of New York, trustees, then and there positively refused so to do.

The holders and owners of the said first-mortgage bonds being very numerous, and cannot without manifest inconvenience and oppressive delay be all brought before the court, your complainants, therefore, pray that each of the said defendants answer the premises; that an account be taken by or under the direction of this honorable court of what is due and owing upon the said first-mortgage bonds for
49 principal and interest upon the same; that the said defendant, the said Central Railroad Company of Iowa, may be decreed to pay to your complainants what may be found due them upon taking such account as aforesaid, together with the costs of this suit, by a day to be appointed by this honorable court for that purpose, or, in default thereof, that the said Central Railroad Company of Iowa, and all persons claiming under them, may be absolutely debarred and foreclosed of and from all right and equity of redemption in as to the said mortgaged premises and property, and every part thereof, and may deliver up to your petitioners the said property, together with all books, records, papers, writings, and accounts relating thereto, or to any part thereof; that, in the mean time, a proper person be appointed as a receiver of the said Central Railroad of Iowa and property, to take charge of, manage, and operate the same.

And your complainants pray for such other and further relief in the premises as the nature of the case shall require and to your honors may seem meet.

50 May it please your honors to grant unto your petitioners the most gracious writ of subpœna of the United States of America, to be directed to the Central Railroad Company of Iowa, and the Farmers' Loan and Trust Company of New York, trustees of the bondholders of the Central Railroad Company of Iowa, thereby commanding them and every of them at a certain day, and under a certain pain to be therein specified, personally to be and appear before your honors in this honorable court, and then and there to answer all and singular the premises, and to stand to, perform, and abide by such order and decree therein as to your honors shall seem meet, and your orators shall ever pray.

(S'g'd) PLATT SMITH,
Att'y for Compl'ts.

I, Alonzo V. Lynde, being duly sworn, depose and say, that I am one of the complainants in the above entitled cause; that I have read the foregoing bill and unterstand the contents thereof, and that each and all the allegations thereof are true, as I verily believe.

(S'g'd) A. V. LYNDE.

51 Sworn to and subscribed before me this 20th day of May, 1874.

[SEAL.] (S'g'd) WINSLOW WARREN,
Comm'r of U. S. Circ. C't.

(Endorsed:) Bill in equity. Filed June 2, 1874. George B. Corkhill, clerk.

52 On the same day, to wit, June 2, 1874, there was issued from said clerk's office, in said cause, a subpœna in chancery to the Central Railroad of Iowa and The Farmers' Loan and Trust Company of New York, which said subpœna in chancery is in the words and figures following, to wit:

53 *Subpœna in chancery.*

UNITED STATES OF AMERICA,
District of Iowa, ss:

The President of the United States to the Central Railroad of Iowa and The Farmers' Loan & Trust Company of New York:

We command you and each of you that you appear before the judges of the circuit court of the United States for the district of Iowa, at Des Moines, on the second Monday of October, it being the 12 day of October next (A. D. 1874), to answer to the bill of complaint to Charles Alexander, A. V. Lynde, E. B. Page, A. W. Spencer, Sophia W. Dana, Elijah Colburn, Joseph Wentworth, Nathaniel Holmes, this day filed in the office of the clerk of said court, and then and there to receive and abide by such judgment and decree as shall then and thereafter be made, upon pain of judgment being pronounced against you by default.

To the marshal of the district of Iowa: Returnable to the July rule day, it being Monday, the 6th day of July, A. D. 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the U. S., at Des Moines, this the 2nd day of June, A. D. 1874, and of the Independence the 98 year.

[SEAL.] (S'g'd) GEORGE B. CORKHILL,
Clerk.

MEMORANDUM.—The within named defendants are notified that unless they enter their appearance in the clerk's office of said court, at Des Moines aforesaid, on or before the day to which the above writ is returnable, as above stated, the complaint will be taken against them as confessed, and a decree entered thereon accordingly.

[SEAL.] (S'g'd) GEORGE B. CORKHILL,
Clerk.

54 Afterwards, to wit, on the 18th day of June, 1874, said subpœna was returned and filed in said clerk's office, with the following endorsement thereon, to wit:

55 Due service of the within acknowledged this 6th day of June, A. D. 1874.

W. H. SEEVERS,
Vice President Central R. R. Company of Iowa.
L. F. ROBINSON,
Local Station Ag't C. R. R. Co. of I'a, Oskaloosa, I'a.

(Indorsed:) No. . Subpœna in chancery. Circuit court of the United States, district of Iowa. Cha's Alexander et al. vs. The Central R. R. Co. of Iowa et al. Returnable to rule day, first Monday in July, A. D. 1874. George B. Corkhill, clerk. Filed June 18th, A. D. 1874. George B. Corkhill, clerk. Platt Smith, comp'ts sol.

This writ came into my hands for service on the 3 day of June, A. D. 1874, and I served the same on the within named on the day of , 187 , and by delivering a true copy of the same to , at , in the county of , and State of Iowa.

U. S. Marshal.

Deputy.

Marshal's fees: Mileage, miles, $3.90; service on, $4.00; copy, $2.00; $9.90.

56 And on the 5 day of June there was issued from said clerk's office, in said cause, a subpœna in chancery to the Farmers' Loan and Trust Company of New York, which said subpœna is in the words and figures following, to wit:

57 *Subpœna in chancery.*

UNITED STATES OF AMERICA,
District of Iowa, ss:

The President of the United States to Farmers' Loan & Trust Company of New York:

We command you and each of you that you appear before the judges of the circuit court of the United States for the district of Iowa, at Des Moines, on the second Monday of October, it being the 12 day of October next (A. D. 1874), to answer to the bill of complaint to Charles Alexander, A. V. Lynde, E. B. Page, A. W. Spencer, Sophia W. Dana, Elijah Colburn, Joseph Wentworth, Nathaniel Holmes, filed in the office of the clerk of said court, and then and there to receive and abide by such judgment and decree as shall then and thereafter be made, upon pain of judgment being pronounced against you by default.

To the marshal of the district of Iowa: Returnable to the July rule day, it being Monday, the 6th day of July, A. D. 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the U. S., at Des Moines, this the 5 day of June, A. D. 187 , and of the Independence the 98th year.

[SEAL.] (S'g'd) GEORGE B. CORKHILL,
Clerk.

MEMORANDUM.—The within named defendant is notified that unless it enter its appearance in the clerk's office of said court, at Des Moines aforesaid, on or before the day to which the above writ is returnable, as above stated, the complaint will be taken against it as confessed, and a decree entered thereon accordingly.

[SEAL.] (S'g'd) GEORGE B. CORKHILL.
Clerk

58 Afterwards, to wit, on the 18th day of June, 1874, said subpœna was returned and filed in said clerk's office, with the following endorsement, to wit:

59 This writ came into my hands for service on the 5th day of June, A. D. 1874, and I return the same, by order of pl'ff, not served, on the day of 187 , and by delivering a true copy of the same to , at , in the county of and State of Iowa.

PETER MELENDY,
U. S. Marshal,
By S. S. ETHRIDGE,
Deputy.

(Indorsed:) No. Subpœna in chancery. Circuit court of the United States, district of Iowa. Charles Alexander vs. Central R. R. Co. of Iowa and Farmers' Loan and Trust Co. Returnable to rule day first

Monday in July, A. D. 1874. George B. Corkhill, clerk. Filed June 18, A. D. 1874. George B. Corkhill, clerk. Platt Smith, comp't's sol.

60 Afterwards, to wit, on the 27 day of June, 1874, said complainants, by their said attorney, filed in said clerk's office, in said cause, a copy of the mortgage and bonds sued on, a true copy of which is as follows, to wit:

61

EXHIBIT A.

This indenture, made this 15th day of July, A. D. 1869, at Marshalltown, in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan and Trust Company, of New York, a corporation duly and legally organized and existing by and under the laws of the State of New York, party of the second part, witnesseth:

That whereas the said party of the first part is the owner in fee of the railroad extending from Marshalltown, in the State of Iowa, to the village of Ackley, in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to a mortgage or deed of trust made by the Iowa River Railway Company, on the 21st day of September, A. D. 1868, to Henry L. Stout and S. D. Randall, of Dubuque, Iowa, trustees in trust to secure the payment of seven hundred and twenty thousand dollars of bonds, all of which bonds are now outstanding and a valid claim against the party of the first part, the said railroad having been purchased by the said party of the first part
62 from said Iowa River Railway Company, agreeing in consideration thereof to exchange for said bonds an equal amount of bonds, to be issued in pursuance of this mortgage, as will hereafter more fully appear.

And whereas said party of the first part is the owner in fee of the right of way, depot grounds, and property heretofore owned by the Iowa Central Railroad Company, from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oskaloosa, in Mahaska County, in said State of Iowa, by purchase and legal conveyance of said property to said party of the first part.

And whereas said party of the first part is desirous of continuing and extending said railroad from Marshalltown to the south line of the said State of Iowa, through the city of Oskaloosa, and from Ackley, in Hardin County, to the north line of said State of Iowa, as near as practicable to the sixteenth meridian of longitude west from Washington, entirely across the said State of Iowa, and equip'ing the said railroad.

And whereas said party of the first part has entered into a contract with the Iowa Valley Construction Company, a corporation duly
63 organized and existing under the laws of Iowa, by which said last-named company agree to construct said railroad.

And whereas said party of the first part, for the purpose of paying said indebtedness and providing means to pay for constructing the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand, of the sum of one thousand dollars each, consecutively numbered from one to three thousand, inclusive, and to the number of two thousand, of the sum of five hundred dollars each, numbered in like manner from one to two thousand, inclusive, amounting to sixteen thousand dollars per mile of railroad now built or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named.

All of which bonds are duly and legally made and delivered by said railroad company, party of the first part, and in the form following:

First mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000.

64 No. .] CENTRAL RAILROAD OF IOWA. [No. .

For value received the Central Railroad Company of Iowa promises to pay to the Farmers' Loan and Trust Company, of New York, or bearer, one thousand dollars in United States gold coin, at par, on the fifteenth day of July, in the year eighteen hundred and ninety-nine, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. government tax, on the fifteenth days of January and July in each year, on presentation of the respective coupons hereto attatched.

Both principal and interest being payable at the office or agency of said railroad in the city of New York. This bond is one of a series of first-mortgage bonds of five hundred dollars and of one thousand dollars each, to be issued at the rate of only sixteen thousand dollars per mile of single railroad track ironed and equipped for business by said railroad company.

The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the rail-
65 road of this company located in the State of Iowa, including the road-bed, depot-grounds, buildings, right of way, rolling-stock, machinery, franchises, and net income, acquired and to be acquired, by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends. Any holder of this bond may, after five years, have the same converted into the capital stock of the said railroad company, and be entitled to receive therefor ten shares of said capital stock, on the surrender of this bond with all the unpaid coupons thereto annexed.

This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan & Trust Company.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president and secretary and countersigned by its treasurer on this fifteenth day of July, A. D. 1869.

President.

Secretary.

Countersigned:

Treasurer.

66 Now, therefore, the said Central Railroad Company of Iowa, party of the first part, for and in consideration of the premises, and the sum of four millions of dollars, received to their full satisfac-

tion of said trustee, party of the second part, and for the purpose and
with the intent of securing the payment of all of said bonds with the
interest due and to grow due thereon, hath granted, bargained, sold,
conveyed, assigned, transferred, and confirmed, and by these presents doth
grant, bargain, sell, convey, assign, transfer, and confirm to said
Farmers' Loan and Trust Company, of New York, as trustee and in trust to
their successor or successors, the entire corporate property of the said
Central Railroad Company of Iowa, and all its franchises and
privileges, constructed or to be hereafter constructed, now held and acquired
or hereafter to be constructed and acquired, extending from a point in
Davis County, on the south line of the State of Iowa, at the intersection
of said line by the North Missouri Railroad, to Oskaloosa in Mahaska
County, a distance of about sixty miles along the line formerly owned
by said Iowa Central Railroad Company, and thence northerly to
67 Marshalltown, and thence along and including the railroad built
by the said Iowa River Railway Company to Ackley, in Hardin
County, and thence northerly to the north line of said State of Iowa, at
such point as shall be hereafter definitely determined, including all the
rights and franchises of the said Iowa Central Railroad Company and
of the said Iowa River Railway Company, including also along the
entire line all the right of way acquired by purchase or condemnation;
road-bed finished and in process of construction with all material
collected for construction or operative purposes, depot grounds, gravel pits,
quarries and real estate; station-houses, water tanks, repair and
machine shops, turn-tables, coal houses and sheds, and all things of every
name and nature belonging to said party of the first part, and
pertaining to said railroad; also all machinery, locomotives, and rolling stock,
and all tools and supplies heretofore acquired or which may hereafter
be acquired by said Central Railroad Company of Iowa; also the net
income of the said party of the first part during the continuance of this
trust..

The whole of said property being free and clear from all
68 incumbrances, except the issue of seven hundred and twenty thousand
dollars of bonds under the said mortgage to Stout and Randall,
trustees, on the railroad from Marshalltown to Ackley, but which bonds
are to be exchanged for an equal amount of bonds issued in pursuance
of this mortgage; and when that exchange shall be effected in full then
the entire property above described will be free and clear from all
incumbrances except that created by this instrument. To have and to
hold the above granted and bargained premises with the appurtenances
thereof, unto the said trustees and to their successor or successors and
assigns in trust, and upon the trust, uses and purposes hereinafter
expressed of and concerning the same for the use and benefit of the person
or persons, firm or firms, bodies politic or corporate who shall hereafter
at any time become the purchasers or holders, owners or bearers of any
or either of said bonds subject to the terms, provisions and stipulations
in said bonds contained, and also subject to the posses'ion and
management of said railroad and property by said party of the first
69 part and its successors and assigns so long as no default shall be
made in the payment of either interest or principal of said bonds,
or in any or either of them, and so long as said company shall well and
truly observe, keep and perform all and singular the covenants,
agreements and stipulations in said bonds and in this indenture contained
and set forth; and which are to be observed, kept and performed by
and on part of said company, party of the first part.

It is further agreed by and between the parties hereto that the said

party of the first part shall take up and exchange seven hundred and twenty thousand dollars of the bonds of said Iowa River Railway Company, in pursuance of the terms of the contract with said party of the first part, and said Iowa River Railway Company, for the purchase of their railway, dated July 22nd, 1869, to which reference is made, by giving the holders thereof the bonds secured by this mortgage in equal amounts—dollar for dollar. And that for the purpose of said exchange it is agreed that said trustee, party of the second part, may retain
seven hundred and twenty thousand dollars of the bonds issued
70 in pursuance of this mortgage for delivery to the holders of said
Iowa River Railway Company bonds in manner to be hereafter agreed upon between said railroad companies.

That the said trustee, party of the second part, shall cancel and discharge each and all of said Iowa River Railway bonds as received in exchange as aforesaid and make or cause to be made upon each bond a brief note or memorandum stating when exchanged, in such manner and form as will enable the party of the first part to trace the transaction. And when all of said Iowa River Railway bonds shall have been exchanged and canceled the mortgage or trust deed upon which they are predicated shall be cancelled of record.

And the said party of the first part doth hereby covenant, promise, and agree for itself, its successors or assigns, to and with the said trustees, their successor or successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual interest to become due thereon
at the rate of seven per cent. per annum at the times, in the man-
71 ner and at the places specified therein in United States gold coin.

And that in case said company shall, for the space of six months, make default in the payment of the said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then after the expiration of twelve months from the time it became due, and without demand or notice at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of the said mortgage bonds then outstanding shall forthwith become due and payable, and the lien or incumbrance hereby created for the security and payment thereof may at once be enforced.

And it is agreed in case of the default in the payment of the semi-annual interest as above provided, that said trustee or its successor is hereby expressly authorized and empowered upon the request in writing of a majority of the owners or holders of said bonds, to enter into and upon and to take actual possession of all the property, real & personal, and rights, franchises and privileges of the premises hereby conveyed, and each and every part thereof, and by their agents or attorneys have, hold, use,
and enjoy the same, and from time to time make all repairs and re-
72 placements, and all useful alterations, additions and improvements
thereto as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freight, incomes, rents, issues and profits of the same and every part thereof.

And the said trustee and their successor shall and may and hereby is expressly authorized and empowered to sell at public auction, to the highest bidder, the entire property, real and personal, rights, franchises and privileges herein conveyed.

Said sale shall be either in the city of Marshalltown, Iowa, or in the city of New York. At least three months' notice shall be given of the time and place and terms of said sale by advertising the same in one or more newspapers of large circulation in each of the cities of Marshalltown and New York, and wherever else required by law, and continuing said advertisement at least once a week until the time of sale.

And the said trustee may from time to time adjourn said sale at discretion, giving reasonable notice of the time and place when it will take
place, and as the attorney in fact of the said party of the first
73 part, or their successors, shall have full power and authority to
make, execute and deliver to the purchaser or purchasers thereof,
good, valid and sufficient deed or deeds, conveyance or conveyances, assignments or transfers in fee simple or otherwise, of the entire property herein conveyed, and all the rights, franchises and privileges of the party of the first part or its successors, which conveyance or conveyances, transfer or deeds shall vest in the purchaser or purchasers all the right, title and estate whatsoever, reversionary or in possession, or which they may be entitled to receive, have or hold of the said company: and said sale shall be a complete and perpetual bar and estoppel, both in law and equity, against said party of the first part, its successors or assigns and all persons or parties claiming by, from or under it or them in anywise or manner whatsoever.

The amount of the purchase money on said sale may be paid and satisfied in whole or in part by the outstanding mortgage-bonds or any of them secured hereby, and said bonds shall be received in whole or in
part payment and satisfaction by said trustee or its successor
74 according to their value to be ascertained and determined by the
net amount arising from said sale.

And out of the moneys received from said tolls, freights, incomes, rents, profits and earnings of said railroad and premises, or out of or from the proceeds of said sale so to be made as aforesaid, after first deducting the expenses, disbursements, cost, charges, and counsel fees incurred in and about the conducting of said sale, or the working or operating said railroad, including the compensation and commission of said trustee, in and about the execution of this trust, and all expenses of repairs, replacements, alterations, additions and improvements, and all payments for taxes, assessments, charges or leins on said premises or any part thereof. The said trustee shall, if the amount secured be sufficient for that purpose, pay said mortgage-bonds, or so many of them as shall be outstanding and unpaid, together with all interest then due upon the same, and if the amount be insufficient, then to divide the
same pro rata among the outstanding bonds, and the surplus of
75 all such moneys or proceeds of sale if any there be, shall be paid
to said party of the first part, or its assigns or successor.

And it is further covenanted and agreed by and between the parties hereto, that in case of any judicial foreclosure sale, or other sale of the premises embraced in this mortgage, under the decree of any court having jurisdiction thereof, based upon a foreclosure of this mortgage, and the holders of a majority of the then outstanding bonds secured by this mortgage, shall in writing request the said trustee or their successor, they are authorized to purchase the premises embraced herein for the use and benefit of the then outstanding bonds secured by this mortgage.

And having so purchased said premises, the right and title thereto shall vest in said trustees, and no bondholder shall have any claim to the premises or the proceeds thereof, except for his pro rata share of the
proceeds of said purchased premises as represented in a new com-
76 pany or corporation to be formed for the use and benefit of the
holders of the bonds secured hereby, and that said trustee may take
such lawful measures as deemed for the interest of said bondholders, to

organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage.

Said new company or corporation shall be organized upon such terms, conditions and limitations and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct, and said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ at the expense of the said trust estate all such attorneys, counselors, clerks, bookkeepers, engineers or other agents as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the defaults or other mis-
77 conduct or neglect of such employees, unless chargeable with culpable negligence in the selections.

And further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of this trust.

And it is further mutually agreed by the parties hereto that said trustees shall receive from said company for services in the acceptance of this trust, and the signing and delivery of the bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered.

And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds at any meeting called for that purpose.

And also that said trustee may resign this trust and be thereby discharged from further liabilities thereunder by a notice of three
78 months in writing to said company or its successors.

And the said company, for themselves, their successors, and assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances to the said trustee of the property herein described for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by said party of the first part subsequent to the date hereof.

Provided always, and this grant and conveyance is upon the express condition that upon the payment in full of said bonds and the interest due thereon, or on the conversion thereof into stock in manner named in said bonds, on exhibiting said bonds canceled to said trustees, then the estate, title, and interest of the said trustee shall cease, de-
79 termine, and become void. And upon request of the said party of the first part or their successors, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad Company of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto affixed.

[L. S.] (S'g'd) C. C. GILMAN,
President.
(") CHA'S COLLINS,
Secretary.

STATE OF IOWA,
Hardin County, ss:

Be it remembered that on the 9th day of September, 1869, before me, a notary public in and for said State and county, personally appeared Charles C. Gilman and Charles Collins, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively president and secretary, and acknowl-
80 edged the same to be the voluntary act and deed of said Central Railroad Company of Iowa and they and each being by me duly sworn, depose and say, each for himself, that he, Charles C. Gilman, is president, and that he, Charles Collins, is secretary of said railroad company, and that they signed the foregoing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[L. S.] (S'g'd) E. W. EASTMAN,
Notary Public.

(Endorsed:) Exhibit A. Copy of mortgage and bonds. Filed Jun' 27th, 1874. George B. Corkhill, clerk.

81 Afterwards, to wit, on the sixth day of July, 1875, the Central Railroad Company, of Iowa, by its attorney, Timothy Brown, filed in said clerk's office its demurrer to the bill of complaint in said cause, which said demurrer is in the words and figures following, to wit:

82 In the circuit court of United State' for the State of Iowa.

CHARLES ALEXANDER, A. V. LYNDE, E. B. PAGE, A. W. Spencer, Sophia W. Dana, Elijah Colburn, Joseph Wentworth, and Nathaniel Holmes
v.
THE CENTRAL RAILROAD COMPANY OF IOWA.
} Demurrer.

The demurrer of the Central Railroad Company of Iowa to the bill of complaint of Charles Alexander, A. V. Lynde, E. B. Page, A. W. Spencer, Sophia W. Dana, Elijah Colburn, Joseph Wentworth, and Nathaniel Holmes.

This defendant respectfully, by protestation, nor confessing or acknowledging all or any of the matters and things in said bill of complaint to be true in such manner and form as the same are therein and thereby set forth and alledged, doth demur thereto, and for cause of demurrer show-
83 eth that said complainants have not by their own said bill made such a case as entitles them in a court of equity to any relief from or against this defendant touching the matters contained in the said bill or any such matter.

Whereupon this defendant doth demur to said bill and all matters therein contained & things recited, & humbly prays the judgment of this hon. court whether he shall be compel'ed to make any further answer to said bill, and prays to be hence dismissed with his reasonable costs in this behalf inkur'd.

I certify that in my opinion the foregoing demurrer of the Central

Railroad Company of Iowa to the bill of complaint in this suit of Charles Alexander, A. V. Lynde, E. B. Page, A. W. Spencer, Sophia W. Dana, Elijah Colburn, Joseph Wentworth, and Nathaniel Holmes, complainants, is well founded in law & proper to be filed in the above cause.

(S'g'd) TIMOTHY BROWN,
Solicitor and of Counsel for Defendant,
The Central R. R. Co. of Iowa.

84 UNITED STATES OF AMERICA,
District of Iowa, ss:

D. N. Pickering, being duly sworn, does depose and say that he has read the foregoing demurrer to the bill of complaint in this suit, and that the same is not interposed for the purpose of delaying said suit or any proceedings therein, and deponent says he is the general superintendent of the Central Railroad Company of Iowa.

(S'g'd) D. N. PICKERING.

Sworn to before me and subscribed in my presence by D. N. Pickering this 6th day of July, 1874.

[L. S.] (S'g'd) E. McCLAIN,
Notary Public, Polk Co., Iowa.

(Endorsed :) U. S. C. C. Charles Alexander et al. vs. The Central Railroad of Iowa. Demurrer. Filed July 6, 1874. George B. Corkhill, clerk.

85 On the same day, to wit, July 6, '74, there appears among the records of the proceedings of said court in said cause the following entry, to wit:

86 United States circuit court, district of Iowa. Rule day. Monday, July 6th, 1874.

CHARLES ALEXANDER ET AL.
vs.
CENTRAL RAILROAD CO. OF IOWA ET AL. } In equity.

Defendant, the Central Railroad Co. of Iowa, enters its appearance this day by J. R. Barcroft, esq.

Attest:

GEO. B. CORKHILL, *Clerk.*

87 Afterwards, to wit, on the 15th day of July, A. D. 1874, said complainants by their said attorneys filed in said clerk's office in said cause a motion for the appointment of a receiver, which said motion is in the words and figures following, to wit:

88 District of Iowa, circuit court of the United States, July 6, '74.

CHARLES ALEXANDER, A. V. LYNDE AND others,
vs.
THE CENTRAL R. R. OF IOWA, AND THE FARMERS' Loan and Trust Company of New trustees. }

The said complainants by Platt Smith, their solicitor, moves the court for the appointment of a receiver in accordance with the prayer of the petition in this case.

(S'g'd) **PLATT SMITH,**
Solicitor for Complainants.

(Endorsed:) Charles Alexander et al. vs. Cent. R. R. of Iowa et al. Motion for receiver, &c. Filed July 15, 1874. George B. Corkhill, clerk.

89 United States circuit court, district of Iowa. term, 187'.

The following orders were received during vacation, and all, by direction of the respective judges, where entered of record.

CHARLES ALEXANDER AND OTHERS, complainants,
vs.
THE CENTRAL RAILROAD CO. OF IOWA AND others, respondents.
} At chambers. August 11th, 1874.

Bill in equity in the circuit court of the United States for the district of Iowa.

This day this cause came before the circuit judge on the plaintiff's application for the appointment of a receiver as prayed in the
90 bill of complaint and upon the demurrer of the Central Railroad Company, defendant, to the bill of complaint, and both said plaintiffs' motion for a receiver and the defendants' said demurrer were argued by counsel and submitted to the circuit judge at his chambers, and the judge not being fully advised in the premises takes the said demurrer to the bill under advisement, but this order not to preclude the plaintiffs from filing an amended bill by the September rules, if so advised by their counsel, serving copy thereof by mail on Brown and Sears, the counsel for the said railroad company.

The application for a receiver is in the meantime denied, and
91 in lieu thereof the following order is made, viz:

That the said railroad company defendant shall pay out of the income and earnings of the road no other debts or expenses without special order except such as belong to and come within the category and character of operating expenses of the said road. The plaintiffs may renew said motion for a receiver at the next term of the court, and meanwhile at any time before the first day of September plaintiffs may take and file further affidavits touching the said application for a receiver, and the defendants counter-affidavits by Sept. 15.

(S'g'd) **JOHN F. DILLON,**
Circuit Judge.

Attest:

GEORGE B. CORKHILL, *Clerk.*

92 Afterwards, to wit, on the 27th day of August, A. D. 1874, the said complainants, by their said attorneys, filed in said clerk's office in said cause their amended and substituted bill of complaint; which said bill is in the words and figures following, to wit:

93 In the circuit court of the United States for the district of Iowa.
October term, 1874.

CHARLES ALEXANDER, A. V. LYNDE, AND others,
against
THE CENTRAL RAILROAD COMPANY OF IOWA and the Farmers' Loan and Trust Company of New York, trustees.
} Amended and substituted bill.

To the judges of the circuit court of the United States for the district of Iowa:

1. Charles Alexander, E. B. Page, and A. W. Spencer, of the city of Boston, and A. V. Lynde, of Milrose, Sophie W. Dana, of Brookline, who are all citizens of the State of Massachusetts, Elijah Colburn, of Nashua, and Joseph Wentworth, of Concord, citizens of the State of New Hampshire, and Nathaniel Holmes, of the city of S't Louis, a citizen of the State of Missouri, who sue in behalf of themselves and other numerous parties as hereinafter shown, bring this their bill against the Central Railroad Company of Iowa, a corporation duly organized, established, and existing under the laws of the State of Iowa, and a citizen of said State of Iowa, and against the Farmers' Loan & Trust 94 Company of New York, a corporation duly organized, established, and existing under the laws of the State of New York, and a citizen of said State of New York. And thereupon your orators complain and say:

2. That heretofore, to wit, on the 15th day of July, 1869, the said Central Railroad Company of Iowa, def'ts, desiring to obtain money with which to construct, build, and equip a certain railroad within the said State of Iowa, as hereinafter set forth, and being thereunto lawfully authorized, duly made, executed, and delivered unto the said Farmers' Loan and Trust Company, of New York, certain first-mortgage bonds of the said Central Railroad Company of Iowa, for the sum of $3,776,000.00, payable to the said Farmers' Loan and Trust Company, or bearer, on the 15th day of July, 1899, in United States gold coin, at par, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from United States Government tax, on the 15th days of January and July in each year, on presentation of the respective coupons thereto attached, both principal and interest being payable at the office or agency of said railroad company in the city of New York; said series of bonds being of the denomination of 95 five hundred and one thousand dollars each; a copy of one of said bonds is hereto annexed, marked "A," and made part of the bill, the same being precisely like all the others of said bonds, save numbers and denomination, and having annexed thereto sixty several interest-coupons to fall due at the dates aforesaid, calling for the sum of thirty-five dollars each, all of said coupons being precisely alike, save numbers, amounts, and time of maturity, one of the same by copy being a part of said Exhibit A; said bonds being duly signed by said railroad company's president and secretary, countersigned by its treasurer, and the certificate thereon printed signed by the authorized officer of said Farmers' Loan and Trust Company of New York.

3. That on the 9th day of Sept., 1869, the said Central Railroad Company of Iowa, being thereunto lawfully authorized, for the purpose of securing the payment of said bonds at the several dates when the princi-

pal and interest thereof should fall due to the holders and owners thereof made, executed, and delivered unto the said Farmers' Loan & Trust Company of New York, as trustees of the holders and owners of the bonds aforesaid, and to said trustees' successors, one certain
96 mortgage or deed of trust of the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges then held and acquired, or to be thereafter constructed or acquired, extending from a point in Davis County, on the south line of the State of Iowa, at the intersection of said line by the North Missouri Railroad; thence to Oskaloosa, in Mahaska County; thence northerly to Marshalltown; thence to Ackley, in Hardin County, and thence northerly to the north line of the State of Iowa, at a point to be thereafter determined, including all the right of way, road-bed finished and in process of construction, with all material collected for construction or operative purposes, depot grounds, gravel-pits, quarries, and real estate, station-houses, water-tanks, repair and machine shops, turn-tables, coal-houses and sheds, and all things of every name or nature belonging to said company; also all machinery, locomotives, and rolling-stock, all tools and supplies acquired, or to be acquired, and the net income of said railroad company, during the continuance of said trust, a copy of which mortgage is hereto annexed, marked "B."

97 4. That afterwards the said deed of trust was filed for record in the offices of the recorders of the several counties through which the said line of railway extends, and the same was duly recorded in the said several counties of Iowa, as shown by the following schedule:

In the county of Davis, Sept. 16th, 1869.
" Appanoose County, Sept. 20th, 1869.
" Mahaska County, Sept. 17th, 1869.
" Monroe County, Sept. 17th, 1869.
" Jasper County, April 3d, 1874.
" Wapello County, Sept. 18th, 1869.
" Pow'sheik County, Sept. 17th, 1869.
" Marshall County, Sept. 10th, 1869.
" Hardin County, Sept. 10th, 1869.
" Franklin County, Sept. 11th, 1869.
" Cerro Gordo County, Sept. 13th, 1869;
And in Worth County, Sept. 16th, 1869.

5. That afterwards the said Central Railroad Company of Iowa, through its agents, negotiated, sold, and delivered unto your orators, compl'ts, and to divers and sundry persons, who are exceedingly numerous, and many of whom are unknown to your orators, a large number of the said first-mortgage bonds, to wit, amounting to the sum of $3,700,000.00.

98 6. That afterwards, on the 15th days of January and July, 1870, and in the years 1871 and 1872, when several installments of semi-annual interest, as evidenced by the coupons thereto annexed, fell due upon the said bonds, the said Central Railroad Company paid the same; but your orators further complain and aver:

7. That on the 15th days of January and July, 1873, and on the corresponding dates in the year 1874, large sums of the semi-annual installments of interest on said bonds for the six months preceding each of the said dates fell due, and thereupon a large number of the several owners and holders of the coupons representing said interest presented the same at the office and agency of the said Central Railroad Company of Iowa, in the city of New York, and demanded payment thereof; but the said railroad company thereupon neglected and refused to pay the same, and still does fail, neglect, and refuse to pay the same. And a large

portion of the said interest due January 15th, 1873, and substantially all of the said interest which fell due July 15th, 1873, and January 15th and July 15th, 1874, still remains wholly due and unpaid.

99 8. Your orators further complain and represent that they and those in whose part and behalf this action is brought, as hereinafter stated, are the owners and holders of a large number of the said first-mortgage bonds, and of the coupons of interest due thereon, that is to say, they are the present holders and owners of said bonds, amounting to at least the sum of $329,000.00 thereof at their par value, and of the coupuns belonging therewith.

9. And your orators, further complaining, show that on the 15th day of April, 1871, the said Central Railroad Company of Iowa, def'ts, made, executed, and delivered unto the said Farmers' Loan and Trust Company of New York certain second-mortgage bonds, for about the sum of $925,000, payable to the said Farmers' Loan & Trust Company of New York, or bearer, on the 15th day of April, 1901, with interest in United States gold coin, free from government tax, at seven per cent. per annum, payable semi-annually, on the 15th days of April and October in each year, on presentation of the respective coupons thereto attached, at the office or agency of the said railroad company in the city of New York, said bonds being of the denomination of one thousand dollars each.

100 10. That on said 15th day of April, 1871, the said Central Railroad Company of Iowa, for the purpose of securing the payment of the said last-mentioned bonds at the dates when the principal and interest thereof should fall due to the owners and holders thereof, executed and delivered unto the said Farmers' Loan and Trust Company of New York, as trustees of the said holders and owners, a certain second mortgage or deed of trust of that date, of all the property, franchises, and privileges, acquired or to be acquired by the said Central Railroad Company of Iowa, together with all machinery and rolling stock and net earnings of said railroad company, being in fact the same property theretofore included in the said first mortgage, the lien of said second mortgage being therein specially made junior and subject to the said first mortgage, which mortgage was also recorded in the several counties before named, but subsequent to the dates when the said first mortgage was recorded therein, and the said second mortgage is a second lien upon the said railroad and property.

101 11. That afterwards the said Central Railroad Company of Iowa negotiated and sold in the market a large number of the said second-mortgage bonds, amounting to about the sum of $925,000.00; and

12. That, as your orators are informed and believe, nearly the whole amount of interest on said second-mortgage bonds which fell due April 15th and October 15th, 1873, and April 15th, 1874, is still due and unpaid, said railroad company being wholly without funds with which to pay the same.

13. Your orators further represent that on the 15th day of May, 1872, the said def'ts, the Central Railroad Company of Iowa, made and executed unto the said Farmers' Loan & Trust Company of New York, payable to them or bearer, certain third-mortgage bonds of the said Central Railroad Company of Iowa, for the sum of about $1,400,000.00, to fall due on the 15th day of May, 1902, with interest in gold coin, free from government tax, at seven per cent. per annum, payable semi-annually, on the 15th days of May and November, in each year, on the presentation of the respective coupons thereto attached, at the office or agency

of the said railroad company, in the city of New York, said bonds
102 being of the denomination of $1,000.00 each.

14. That on said 15th day of May, 1872, said Central Railroad Company of Iowa, for the purpose of securing the payment of the said last mentioned bonds and the interest thereon, at the several date' when the same should fall due, to the holders and owners thereof, executed and delivered unto the said Farmers' Loan & Trust Company of New York, as trustees of said holders and owners, a certain third mortgage of all that property included in the said first and second mortgages, stipulating therein that the lien thereof was subject to the liens created by said first and second mortgages, which said third mortgage was recorded in several of the counties through which the said line of railway extends, but after the recording therein of the said first and second mortages.

15. That afterwards the said Central Railroad Company of Iowa negotiated loans of large sums of money, and contracted certain considerable indebtedness in the purchase of cars on credit, depositing large sums of said last described bonds as security for the payment
103 thereof, to wit, about $500,000.00, upon which bonds no interest
has been paid to this date.

16. Your orators further show that Isaac M. Cate, of Boston, Massachusetts, has for about two years last passed been one of the directors, and ever since April 15th, 1873, president of the said railroad company.

17. That John S. Gilman, Horace Abbott, and Thomas Kensett, of Baltimore, Maryland, have been directors of said railroad company ever since its organization. That A. L. Hatch, until a few days ago treasurer, and G. E. Taintor and H. C. Fahnstock, all of the State of New York, have also been, and your orators believe still are, directors thereof.

18. That the said Cate, Gilman, Abbott, Kensett, Hatch, Fahnstock, and Taintor constitute a majority of the board of directors of said company.

19. That the said president, Cate, and the said other parties, directors, each holds large amounts of the floating indebtedness of the said railroad company, and (beside the bondholders) are the principal creditors thereof.

20. That D. N. Pickering is, and ever since the 15 day of April,
104 1873, has been, the general superintendent of said railroad company, and has almost the entire management of said company's affairs in Iowa; that although the by-laws of said company require that the treasurer shall give bond in such sum as the directors shall order, no order has been made by them in that respect at the date of the filing of the original bill herein, nor as your orators believe and charge has any such order yet been made; nor was any such bond ever given by the said A. L. Hatch, treasurer, nor as your orators believe and charge has any such bond been given by his successor in office.

21. That the said def't railroad company's treasurer is continually absent in New York.

22. That the business properly pertaining to the said treasurer's office within this State is wholly managed by the said D. N. Pickering and his clerks, who are in the habit of receiving and paying out money belonging to the said railroad company and making no report of such receipts and expenditures to the treasurer.

105 23. Your complainant orators further represent that the said Central Railroad Company of Iowa, acting by its directors aforesaid, on the 10th day of June, 1873, caused to be issued and sent to all

the holders of its bonds a certain printed circular, which contained among other things the following statements:

24. The following is a comparative statement of the earnings and expenses for 1872 and 1873, namely:

1872.			
March.	Earnings....................................		$42,301
	Expenses....................................	$42,750	
April.	Earnings....................................		42,405
	Expenses	49,752	
May.	Earnings....................................		38,388
	Expenses....................................	48,402	
		* $140,904	$123,094
1873.			
March.	Earnings.		$63,288
	Expenses....................................	$43,358	
April.	Earnings....................................		55,709
	Expenses....................................	38,715	
May.	Earnings....................................		52,000
	Expenses....................................	37,000	
		$119,073	$170,997

25. And the said circular also contained the following proposals and solicitations, addressed to the bondholders of said Central Rail-
106 road Company of Iowa: "In order to obtain means for equipping
this road it is necessary to ask the bondholders to extend the interest coming due during two years until Jan'y 1st, 1879, the coupons for the two years' interest to be placed with the Farmers' Loan & Trust Company, at New York City, in trust, that company being the trustees for the bondholders, and scrip for these amounts, payable Jan'y 1st, 1879, with interest at 7 per cent. gold, payable semi-annually, to be given therefor; interest to be added to Jan'y 1st, 1874, on coupons due April and October, 1873, and deducted from those coming due after that date up to and inclusive of Jan'y 15th, 1875."

26. Your orators further aver and show, with reference to the said circular, that the same was in the aforementioned statement of comparative earnings and expenses of said railroad intended to be used and was used by said railroad company for the purpose of inducing these complainant orators and the other of said bondholders to extend the payment of said interest coming due for two years, until Jan'y 1st, 1879.

And your orators further aver and show that the said table of
107 earnings and expenses, together with other statements in said
circular contained, were made the basis of an estimate, showing that the net earnings of the said railroad were largely increasing, which estimate was therein made to said bondholders for the purpose of inducing them to extend the payment of interest as aforesaid, by a contract to that effect, and to tie themselves up, so that the said mortgages could not be foreclosed. And these, your orators, further show and specifically charge that the said table and other statements of said circular were false in fact. That instead of there having been net earnings of the said railway in May, 1873, of $15,000.00, there had been a loss of the sum of $42.20; that instead of net earnings of said railroad during said period of three months of $51,924, the net earnings thereof were only about the sum of $27,499.00. That the said estimate of increase

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* See errors.

of net earnings, based upon said table, and other statements, were also false, and made with intent to deceive and mislead your orators and the others of said bondholders, and to induce them to extend the
108 payment of said interest as aforesaid. That the said railroad
company in so composing and circulating said circular among these your orators and others of the holders of the said bonds, conspired and confederated together to cheat, wrong, and defraud your orators and the others of said bondholders by inducing them to believe that the net earnings of the said railroad were much greater than they really were, and that such net earnings would increase in a much greater ratio than the facts known to said directors warranted them in so estimating and representing, and by inducing the said bondholders, including your orators, to grant an extension, as asked in the said circular, under the belief that by so doing your orators and other bondholders would realize their interest at an earlier day than they otherwise would.

27. And your orators further aver and show that a large number of the holders and owners of said first-mortgage bonds, including some of your said orators, and about one hundred of the others of such owners and holders, whom your said orators represent, and upon whose
109 part and behalf they bring this bill, believing said statements in
said circular contained to be true and relying thereon, were thereby induced to surrender their coupons to the said Farmers' Loan & Trust Company, of New York, trustees, and to extend the payment of interest due and to become due thereon, as asked by said railroad company in said circular, and to receive in lieu thereof a scrip interest-certificate, purporting to entitle the holder thereof to the payment of semi-annual interest upon the sum of interest represented by said coupons; but that the said A. W. Spencer, Sophie W. Dana, and Joseph Wentworth did not so surrender their said coupons nor enter into the said contract of extension of the payment of interest.

28. Your orators further show that heretofore, to wit, on the 19th day of February, 1874, your said orators, or some of them, and numerous others of the holders and owners of the first-mortgage bonds aforesaid, and numerous holders of said second-mortgage bonds, having discovered that the said circular of June 10th, 1873, was false and fraud-
110 ulent as aforesaid, and being informed of misapplications on
part of said railroad company of the net earnings of their railway in the payment of floating indebtedness, and of the general mismanagement of said company's affairs, and being very apprehensive and solicitous with regard to their interests in said railroad and property, held a meeting of the bondholders of the said Central Railroad Company of Iowa, pursuant to public notice, at Mionian Hall, Boston, Mass., to take counsel in relation thereto, and to adopt measures for relief in the premises. That the said bondholders' meeting was attended by the holders of a very large proportion of the first as well as of the second mortgage bonds; that at said meeting great unanimity prevailed, and it was resolved that all parties in interest amicably join in a petition to the courts for a decree of foreclosure, which shall give the first-mortgage bondholders the preference to which they are entitled, &c. The said meeting appointed your orators, the said Charles Alexander and A. V. Lynde, and also H. J. Boardman, a committee to carry out
111 the recommendations made by said meeting. That the said meet-
ing took such action with reference to said funding contract that the said bondholders disaffirmed and rescinded the same, since which time the holders of large sums of said second-mortgage bonds have sent to said committee their disaffirmance and rescision of the said contract

of funding the said interest, and authorized said committee to take such action as they deemed best to effect a foreclosure of the said first and second mortgage bonds. And your orators believe and state that before a decree can be reached in this cause the holders of a majority in amount of the said bonds will have so disaffirmed the said funding contract and elected to join as parties plaintiff in this action for foreclosure.

29. Your orators further show that the said bondholders' committee afterwards called upon the *the* proper officers of the said Farmers' Loan and Trust Company, of New York, and demanded that the said company, as trustees of the said first-mortgage bondholders, bring an action to foreclose the said first mortgage of the Central Railroad Company of Iowa; but, although your orators then and there proffered to 112 give to said trustees any and all such bond of indemnity against costs and damages as they might reasonably require, the said trustees, alleging that they could not act unless a majority of the bondholders requested it, positively refused so to do.

30. Your orators further show that one of the provisions of the scrip interest coupons aforesaid was, that if default should be made at any time in the payment of the principal sum thereof, or the semi-annual interest thereon, the bearer thereof should be entitled to receive from said Loan and Trust Company the original coupons, and pursue his remedy upon said original coupons.

31. That on the 1st day of July, 1874, divers of the holders and owners of the said scrip coupons and divers of the holders and owners of the said original coupons of interest due on that day upon the said first-mortgage bonds presented the same at the office and agency of the said Central Railroad Company of Iowa, in the city of New York, and then and there demanded payment thereof, but the said Central Railroad Company of Iowa then and there neglected, failed, and refused to 113 pay the same or any portion thereof, and still does so neglect, fail, and refuse to pay the same, and the said railroad company is wholly without funds with which to pay the interest due upon the said first-mortgage bonds.

32. Your orators further show that the net earnings of the said Central Railroad Company of Iowa, as shown by the reports of its officers, were for the year 1872 *were* the sum of $140,000.00, and for the year 1873, the sum of $126,000.00.

33. That the said company's bonded indebtedness, inclusive of interest, is the full sum of $5,500,000.00 in gold, the portion thereof owing upon said first-mortgage bonds, including interest, being the sum of at least $4,000,000.00 in gold; that the rate of interest upon all the bonds of said company is rapidly increasing; that the affairs of said company are hopelessly involved, and that there is no reason for believing that the affairs of said railroad company will or can be improved under the present management thereof.

34. Your orators further aver that the affairs of the said Central Railroad Company of Iowa are managed in a very expensive and 114 extravagant manner, in that the said company has kept and now keeps in its employ a large number of unnecessary and useless officers and employees, paying ex*h*orbitant salaries and compensation for their services, and in that the said company have hitherto made and are still making large and unnecessary disbursements of its gross earnings in the purchase and lease of locomotive-engines and cars, which are not needed for the successful operation of the said railway, owing to which reckless expenditures and other mismanagement of the said company, their disbursements for the six months immediately pre-

ceding the 1st day of July, 1874, exceeded the earnings by more than $2,000.00.

35. Your orators further show that a large proportion of the said Central Railroad of Iowa has been built only about three years, and the smaller and older portion thereof only about five years, and that in consequence thereof no additions of new iron have been required and none in fact made.

36. That the wooden structures, ties, &c., being comparatively
115 new, have required only light repairs, and even these have been
inadequately made.

37. Your orators further complain and represent that the said Isaac M. Cate, president, and John S. Gilman and Horace Abbott are nearly related to each other by marriage; that is, to say, the said Cate and Gilman are sons-in-law of said Abbott; that, as your orators are informed and believe, the said Cate, Gilman, and Abbott, believing that as an extension of the payment of interest had been secured as aforesaid, and the hands of said bondholders so tied up that a foreclosure could not be had, they could then procure judgments against the said railroad company for their respective portions of the said floating debt and so secure liens for the same upon the said company's road and property which would have priority over the liens of the bondholders, employed the firm of Seevers and Cutts (said Seevers being then and now vice-president of said company), who commenced three several suits against said railroad company in the circuit court of Powsheik County, Iowa,
on part of said Gilman, Abbott, and Cate; that said attorneys
116 requested the said D. N. Pickering, general superintendent of said
company, to go from Marshalltown, the place where said railroad company's offices are kept, to said Powsheik County, for the purpose of having the original notices of said suits served upon him; that the said Pickering went accordingly to the said county, and the original notices of said suits were served upon him by a person not an officer; that said suits were brought at a place remote from the line of said Central Railroad, and were conducted with as much secresy as possible, and such proceedings were had therein that a judgment was rendered against said company in favor of each of said parties by default, the same aggregating about $189,000.00, and the said parties thereupon caused transcripts of each of said judgments to be filed in nearly all the counties through which said line of railway extends, and in one or more of said counties, through some oversight, the said third mortgage had not been recorded, and in many of said counties the recording and indexing of said first
and second mortgages had been so defectively performed that
117 the said judgments are apparently a lein upon the said railroad
and property superior to the lien of the said mortgages. Your orators further show that the said judgments were fraudulently obtained by the plaintiffs therein, with the knowledge and connivance of other members of the said company's board of directors.

38. That in at least one case, to wit, in the case of Isaac M. Cate vs. The Central Railroad of Iowa, in which action the sum of $10,000.00 and interest was claimed upon an order of the said company drawn upon said Isaac M. Cate, which sum and order had long theretofore been paid to said Cate, notwithstanding which payment in full the said sum so paid entered into and now forms a part of said judgment.

39. And your orators believe and aver that the said Cate, Gilman, and Abbott intend to proceed to collect the said judgment by distress and sale of some of the said railroad company's property included in the said mortgages.

40. Your orators further aver and specially charge that the said 118 railroad company have made repeated fraudulent preferences in the payment of their indebtedness, and have frequently misapplied their gross earnings to the payment of their floating debt, paying off and discharging coupons of the said second-mortgage bonds while at the same time failing and refusing to pay off and discharge coupons of the said first mortgage bonds, and by applying said gross earnings in payment of many other debts having no priority nor lein whatever, but to which the claims of your orators are and were senior and superior.

41. Your orators further show that while the said company have so as aforesaid been misapplying their earnings to the payment of floating indebtedness, they have fallen largely in arrears in the payment of workmen and operatives engaged in and about the operating of the said railway, so that at this date their indebtedness upon said account is at least $100,000.00, a part of which sum has been due ever since August, 1873. And said railroad company has been in the habit 119 of issuing acceptances to said laborers and employees for their services, and giving as reason of non-payment that there are no funds on hand.

42. Your orators further aver that the said railroad company has leased of the said Cate, Prest and Gilman, Abbott and Kensett, directors of said company, certain four locomotive engines, agreeing to pay a yearly rental therefor of $2,800.00 each, a sum which is exhorbitant and equal to twenty-five per cent. of the value of said engines; agreeing also in the lease to keep them at all times in perfect repair.

43. Your orators further aver that there is shown a general lack of experience, good judgment and economy in the management and operating of the said Central Railroad of Iowa, the said managers entertaining extravagant and visionary views, not only as to the number of employées and the amount of rolling stock required, but in running unnecessarily expensive passenger trains as well, which trains do not clear the expenses of running the same.

44. That the said company by its officers and employees have 120 been in the habit directly or indirectly of speculating in the earnings of their operatives by discounting the acceptances issued so as aforesaid to them for their labor in and about the running and operating of the said company's line of railroad.

45. Your orators further show that the said Central Railroad Company of Iowa have made no net earnings for a long time past, and in consequence thereof the bondholders, whose money was used in the construction of the said railroad, are without income or benefit from their investments; that so long as the said railroad is controlled and operated by the said present reckless and extravagant managers, the said bondholders cannot reasonably expect any returns from their said investment.

But your orators state further that two or more powerful railroad corporations stand ready to lease the said line of railway for a term of years, guaranteeing a rental of from 20 to 30 per cent. of the gross earnings thereof, provided the said present management can be got rid of, and they be free to control and manage the same themselves without interference, and your orators say that such an arrangement would 121 be beneficial to all the bondholders of said Central Railroad Company of Iowa, and to your said orators and those whom they represent would be satisfactory.

46. Your orators further show that the floating debt of the said rail-

road company is at least the sum of $500,000.00 besides matured interest on bonds and the same is rapidly increasing.

The holders and owners of the said first mortgage bonds are very numerous and cannot, without manifest inconvenience and oppressive delay, be all brought before the court. Your orators therefore pray that each of the said defendants answer the premises; that an account be taken by or under the direction of the court of what is due and owing upon the said first mortgage bonds, for principal and interest upon the same; that the said defendant, The Central Railroad Company of Iowa, may be decreed to pay to your orators and those whom they represent what may be found due them upon taking said account as aforesaid, together with the costs of this suit by a day to be appointed by this honorable court for that purpose, or in default 122 thereof that the said Central Railroad Company of Iowa, and all persons claiming under them, may be absolutely debarred and foreclosed of and from all rights and equity of redemption in or to the said mortgaged premises and property, and every part thereof, and may deliver up to your orators the said property, together with all books, records, papers, writings, and accounts relating thereto, or to any part thereof; that in the mean time a proper person be appointed as the receiver of the said Central Railroad of Iowa and property, to take charge of and manage and operate the same. And your orators pray for such other and further relief in the premises as the nature of the case shall require, and to your honors may seem meet.

May it please your honors to grant unto your orators the most gracious writ of subpœna of the United States of America to be directed to the Central Railroad Company of Iowa, and the Farmers' Loan & Trust Company of New York, trustees of the bondholders of the Central Railroad Company of Iowa, thereby commanding them and every of them, at a certain day and under a certain pain to be therein 123 specified, personally to be and appear before your honors in this honorable court, and then and there to answer all and singular the premises, and to stand to, perform, and abide by such order and decree therein as to your honors shall seem meet.

And your orators shall ever pray.

(S'g'd) PLATT SMITH,
Att'y for Compl'ts.

I, C. Alexander, being duly sworn, depose and say that I am one of the compl'ts in the above entitled cause; that I have read the foregoing bill of complaint and understand the contents thereof, and that each and every of the allegations of said bill are true as I verily believe.

(S'g'd) C. ALEXANDER.

Sworn to and subscribed before me and in my presence on this August 25th, 1874, by the said Co. Alexander.

Witness my hand and notarial seal.

[SEAL.] E. W. EASTMAN,
Notary Public of Hardin County, Iowa.

124 A.

First mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000.

[Picture locomotive and depot grounds.]

Number 3000.] THE CENTRAL RAILROAD OF IOWA. [Number 3000.

For value received the Central Railroad Company of Iowa promises

to pay the Farmers' Loan and Trust Company of New York, or bearer, one thousand dollars in United States gold coin at par, on the fifteenth day of July, in the year eighteen hundred and ninety-nine, with interest in gold-coin as aforesaid, at the rate of seven per cent. per annum, M. payable semi annually, free from U. S. Government tax, on the M. fifteenth days of January and July in each year on presentation of the respective coupons hereto attached. Both principal and interest being payable at the office or agency of said railroad in the city of New York. This bond is one of a series of first-mortgage bonds of five hundred dollars and of one thousand dollars each to be issued at the rate of only sixteen thousand dollars per mile of single railroad track ironed and equipped for business by said railroad company. The pay-
125 ment of principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road bed, depot Picture, mowing machine. grounds, buildings, right of way, rolling-stock machinery, franchises, and net Picture, two men in canoe on river. income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends. Any holder of this bond may after five years have the same converted into the capital stock of the said railroad company and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond with all the unpaid coupons thereto annexed. This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan and Trust Company.

In witness whereof the said railroad company has caused its
126 corporate seal to be hereto affixed, and these presents to be signed by its president and secretary and countersigned by its treasurer on this fifteenth day of July, A. D. 1869.

[SEAL.] (S'g'd) C. C. GILMAN,
President.
CHA'S COLLINS,
Secretary.

[Picture eagle.]

Countersigned.
W. B. SHATTUCK,
Treasurer.

(Across the face:) 1000.

35.

The Central Railroad Co. of Iowa will pay thirty-five dollars to bearer, in United States gold coin, at their office or agency in the city of New York, on the 15th day of July, 1899, being semi-annual interest on bond No. 3000.

W. B. SHATTUCK,
Treas.

(Back of bond:) No. 3000. United States of America, State of Iowa. The Central Railroad Company of Iowa. First-mortgage, bond $1,000; convertible after five years. Authorized issue, $16,000 per mile of finished road. Principal and interest payable in gold coin in the city of New York. Coupons due 15th of January and July in each year.

The Farmers' Loan & Trust Company of the city of New York hereby certify that the within bond is secured by a mortgage dated the fifteenth day of July, one thousand eight hundred and sixty-nine, on the road, property, and franchises of the Central Railroad Company of Iowa, 127 executed by said company to the Farmers' Loan & Trust Company as trustee, which mortgage has been duly recorded in the proper counties.

(S'g'd) R. F. RALLSTON,
President of the Farmers' Loan & Trust Co.

Notice.

Pursuant to a previous call, a public meeting was held at Marshalltown, Iowa, at which, in conformity with the general incorporation laws of the State of Iowa, the Central Railroad of Iowa was formed.

The principal place of business of said company is at Marshalltown. The nature of the business of said company is the construction, equipment, and maintenance of a railroad from the south to the north line of the State of Iowa, on the 16th meridian of longitude, or as near as practicable thereto. The amount of stock authorized is limited to twelve million dollars, to be paid in from time to time, as ordered by the directors of the company. The existence of this company begins on the twenty-third day of June, A. D. 1869, and ends by limitation in 128 fifty years. The business of the company will be managed by eleven directors, president, vice-president, treasurer, and secretary. The highest amount of indebtedness or liability to which this company can subject itself is twenty thousand dollars to the mile. The private property of the stockholders is exempt from corporation debts.

(S'g'd) CHA'S ALDRICH,
Secretary.

MARSHALLTOWN, IOWA, *June* 23, 1869.

Preamble.

Whereas it is proposed to effect a loan of four million dollars, to provide the means to complete the line of the Central Railroad of Iowa, from Marshalltown to the south line of the State of Iowa, and from Ackley to the north line of said State, and also provide the amount of $720,000 of bonds, to be given in exchange for an equal amount of bonds now outstanding, issued by the Iowa River Railway Company, upon that portion of the line between Marshalltown and Ackley, forty- 129 five miles in length; and whereas for that purpose it is now proposed to execute a mortgage or deed of trust upon the entire property of the company, and net income, now owned or hereafter to be acquired, to the Farmers' Loan and Trust Company of New York, as trustee, for the sum of four million dollars, to bear date on the 15th day of July, A. D. 1869, for the term of thirty years, and issue, predicated thereon, coupon bonds to the aggregate sum of four million dollars, in two series, one of which series shall be numbered from one to three thousand, inclusively, for the sum of one thousand dollars each, and the other series to be numbered from one to two thousand, inclusively, for the sum of five hundred dollars each; said bonds to draw interest at the rate of seven per centum per annum, payable semi-annually, on the 15th day of January and July in each year, both interest and principal to be payable in New York City, in United States gold coin, free from the United States income-tax of five per cent., and said interest to be represented upon said bonds by a coupon for each instalment:

130 Be it therefore resolved, That the president and secretary of this company are hereby fully authorized and empowered to execute in its behalf said mortgage and bonds, with the coupons attached in such form as shall be agreed upon by them and said trustee, and attach the seal of the company thereto.

MARSHALLTOWN, IOWA, *July* 10*th*, 1869.

This is to certify that the foregoing is an ac'urate copy of preamble and resolution passed by the board of directors of the Central Railroad Company of Iowa on the day mentioned.

As witness my hand and the official seal of the company this tenth day of July, 1869.

[SEAL C. R. R. OF IOWA.] (S'g'd) CHAS. COLLINS,
Secretary of C. R. R. of Iowa.

MARSHALLTOWN, *July* 10*th*, 1869.

STATE OF IOWA, *Hardin Co.:*

On this 4th day of September, A. D. 1869, before me, Samuel A. Reed, clerk of the district court of Hardin County, Iowa, personally came Charles Collins, secretary of the Central Railroad of Iowa, 131 to me personally known to be the identical person whose name is affixed to the foregoing instrument as secretary of said Central Railroad of Iowa, and acknowledged the execution of the same to be his voluntary act and deed as said secretary, for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed the seal of the district court of Hardin County, Iowa, at Eldora, Iowa, this 4th day of September, A. D. 1869.

{ SEAL OF THE DISTRICT COURT OF HARDIN COUNTY, IOWA. } (S'g'd) SAMUEL A. REED,
Clerk of the District Court
of Hardin County, Iowa.

B.

This indenture, made this 15th day of July, A. D. 1869, at Marshalltown, in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated, and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan and Trust Company of New York, a corporation 132 duly and legally organized and existing by and under the laws of the State of New York, party of the second part, witnesseth:

That whereas the said party of the first part is the owner in fee of the railroad extending from Marshalltown, in the State of Iowa, to the village of Ackley, in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to a mortgage, or deed of trust, made by the Iowa River Railway Company, on the 21st day of September, A. D. 1868, to Henry L. Stout and L. D. Randall, of Dubuque, Iowa, trustees, in trust to secure the payment of seven hundred and twenty thousand dollars of bonds, all of which bonds are now outstanding and a valid claim against the party of the first part, the said railroad having been purchased by the said party of the first part from said Iowa River Railway Company, agreeing in consideration thereof to exchange for said bonds an equal amount of bonds to be issued 133 in pursuance of this mortgage, as will hereafter more fully appear;

And whereas said party of the first part is the owner in fee of the right of way, depot grounds, and property heretofore owned by the Iowa Central Railroad Company, from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oskaloosa, in Mahaska County, in said State of Iowa, by purchase and legal conveyance of said property to said party of the first part;

And whereas said party of the first part is desirous of continuing and extending said railroad from Marshalltown to the south line of the said State of Iowa, through the city of Oskaloosa, and from Ackley, in Hardin County, to the north line of said State of Iowa, as near as practicable to the sixteenth meridian of longitude west from Washington, entirely across the said State of Iowa, and equipping the said railroad;

And whereas said party of the first part has entered into a contract with the Iowa Valley Construction Company, a corporation duly organized and existing under the laws of Iowa, by which said last-named company agree to construct said railroad. 134

And whereas said party of the first part, for the purpose of paying said indebtedness and providing means to pay for constructing the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand of the sum of one thousand dollars each, consecutively numbered from one to three thousand inclusive, and to the number of two thousand of the sum of five hundred each, numbered in like manner from one to two thousand inclusive, amounting to sixteen thousand dollars per mile of railroad, now built or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named. All of which bonds are duly and legally made and delivered by said railroad company, party of the first part, and in the form following:

First mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000

No.] CENTRAL RAILROAD OF IOWA. [No

135 For value received, The Central Railroad Company of Iowa promises to pay to the Farmers' Loan & Trust Company of New York, or bearer, one thousand dollars in United States gold coin, at par, on the fifteenth day of July, in the year eighteen hundred and ninety-nine, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum payable semi-annually, free from U. S. Government tax, on the fifteenth day of January and July in each year, on presentation of the respective coupons hereto attached. Both principal and interest being payable at the office or agency of said railroad in the city of New York. This bond is one of a series of first mortgage bonds of five hundred dollars and of one thousand dollars each, to be issued at the rate of only sixteen thousand dollars per mile of single railroad track, ironed and equipped for business by said railroad company.

136 The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road bed, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa, through which the line of said railroad extends.

Any holder of this bond may, after five years, have the same converted into the capital stock of the said railroad company, and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond, with all the unpaid coupons thereto annexed.

This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan & Trust Company.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by
137 its president and secretary, and countersigned by its treasurer,
on this fifteenth day of July, A. D. 1869.

, *President.*
, *Secretary.*

Countersigned:
, *Treasurer.*

Now, therefore, the said Central Railroad Company, of Iowa, party of the first part, for and in consideration of the premises, and the sum of four millions of dollars, received to their full satisfaction of said trustee, party of the second part, and for the purpose and with the intent of securing the payment of all of said bonds, with the interest due and to grow due thereon, hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents doth grant, bargain, sell, convey, assign, transfer, and confirm to said Farmers' Loan and Trust Company of New York, as trustee and in trust to their successor or successors, the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges, constructed or to be hereafter constructed, now held and acquired, or to be here-
138 after constructed and acquired, extending from a point in Davis
County, on the south line of the State of Iowa, at the intersection of said line by the North Missouri Railroad, to Oskaloosa, in Mahaska County, a distance of about sixty miles along the line formerly owned by said Iowa Central Railroad Company, and thence northerly to Marshalltown, and thence along and including railroad built by the said Iowa River Railway Company to Ackley, in Hardin County; and thence northerly to the north line of said State of Iowa, at such point as shall be hereafter definitely determined, including all the rights and franchises of the said Iowa Central Railroad Company and of the said Iowa River Railway Company; including also along the entire line all the right of way acquired by purchase or condemnation, road-bed finished and in process of construction, with all material collected for construction or operative purposes, depot grounds, gravel pits, quarries, and real estate, station-houses, water tanks, repair and machine shops, turntables, coal-houses, and sheds, and all things of every name and
139 nature belonging to said party of the first part, and pertaining
to said railroad; also all machinery, locomotives, and rolling stock, and all tools and supplies heretofore acquired, or which may hereafter be acquired by said Central Railroad Company of Iowa; also the net income of the said party of the first part during the continuance of this trust. The whole of said property being free and clear from all incumbrances except the issue of seven hundred and twenty thousand dollars of bonds under the said mortgage to Stout and Randall, trustees, on the railroad from Marshalltown to Ackley; but which bonds are to be exchanged for an equal amount of bonds issued in pursuance of this mortgage; and when that exchange shall be effected in full, then the

entire property above described will be free and clear from all incumbrances except that created by this instrument.

To have and to hold the above granted and bargained premises with the appurtenances thereof unto the said trustees, and to their
140 successor or successors and assigns in trust, and upon the trust, uses, and purposes hereinafter expressed of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate who shall hereafter at any time become the purchasers or holders, owners or bearers of any or either of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, and also subject to the possession and management of said railroad and property by said party of the first part, and its successors and assigns so long as no default shall be made in the payment of either interest or principal of said bonds, or in any or either of them, and so long as the said company shall well and truly observe, keep, and perform all and singular the covenants, agreements, conditions, and stipulations in said bonds and in this indenture contained and set forth, and which are to be observed, kept, and performed by and on the part of said company, party of the first part.

141 It is further agreed by and between the parties hereto, that the said party of the first part shall take up and exchange seven hundred and twenty thousand dollars of the bonds of said Iowa River Railway Company in pursuance to the terms of the contract with said party of the first part and said Iowa River Railway Company for the purchase of their railway, dated July 22d, 1869, to which reference is made, by giving the holders thereof the bonds secured by this mortgage in equal amounts, dollar for dollar. And that for the purpose of said exchange, it is agreed that the said trustee, party of the second part, may retain seven hundred and twenty thousand dollars of the bonds issued in pursuance of this mortgage for delivery to the holders of said Iowa River Railway Company bonds, in manner to be hereafter agreed upon between said railroad companies. That the said trustee, party of the second part, shall cancel and discharge each and all of said Iowa River Railway bonds as received in exchange as aforesaid, and make or cause to be made upon each bond a brief note or memorandum
142 stating when exchanged, in such manner and form as will enable the party of the first part to trace the transaction, and when all of said Iowa River Railway bonds shall have been exchanged and cancelled, the mortgage or trust deed upon which they are predicated shall be cancelled of record.

And the said party of the first part doth hereby covenant, promise, and agree, for itself, its successors, or assigns, to and with the said trustee, their successor or successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual interest to become due thereon, at the rate of seven per cent. per annum, at the times, in the manner, and at the places specified therein, in United States gold coin; and that in case said company shall for the space of six months make default in the payment of the said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then, after the expiration of twelve months from the time it became due, and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all
143 of said mortgage-bonds then outstanding shall forthwith become due and payable, and the lien or incumbrance hereby created for the security and payment thereof may at once be enforced. And it is

agreed, in case of the default of the payment of the semi-annual interest as above provided, that said trustee, or its successor, is hereby expressly authorized and empowered, upon the request in writing of a majority of the owners or holders of said bonds, to enter into and upon, and to take actual possession of all the property, real and personal, and rights, franchises, and privileges of the premises hereby conveyed, and each and every part thereof, and, by their agents or attorneys, have, hold, use, and enjoy the same, and from time to time make all repairs and replacements, and all useful alterations, additions, and improvements thereto as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freight, incomes, rents, issues, and profits of the same, and of every part thereof. And the said trustee and their successor shall and may, and hereby is expressly authorized and empowered to sell at public auction to the highest bidder the entire property, real and personal, rights, franchises, and privileges
144 herein conveyed. Said sale shall be either in the city of Marshalltown, Iowa, or in the city of New York. At least three months' notice shall be given of the time and place and terms of said sale by advertising the same in one or more newspapers of large circulation in each of the cities of Marshalltown and New York, and wherever else required by law, and continuing said advertisement at least once a week until the time of sale. And the said trustee may from time to time adjourn said sale at discretion, giving reasonable notice of the time and place where it will take place.

And as the attorney in fact of the said party of the first part, or their successors, shall have full power and authority to make, execute, and deliver to the purchaser or purchasers thereof good, valid, and sufficient deed or deeds, conveyance or conveyances, assignments or transfers, in fee simple or otherwise, of the entire property herein conveyed, and all the rights, franchises, and privileges of the party of the first part, or its successors, which conveyance or conveyances, transfer or deeds,
145 shall vest in the purchaser or purchasers all the right, title, interest, and estate whatsoever, reversionary or in possession, or which they may be entitled to receive, have, or hold of the said company, and said sale shall be a complete and perpetual bar or estoppel, both in law and equity, against said party of the first part, its successors or assigns, and all persons or parties claiming by, from, or under it or them in anywise or manner whatsoever.

The amount of the purchase-money on said sale may be paid and satisfied, in whole or in part, by the outstanding mortgage-bonds, or any of them secured hereby, and said bonds shall be received in whole or in part payment and satisfaction by said trustee, or its successor, according to their value, to be ascertained and determined by the net amount arising from said sale. And out of the moneys received from said tolls, freights, incomes, rents, profits, and earnings of said railroad and
146 premises, or out of or from the proceeds of said sale, so to be made as aforesaid, after first deducting the expenses, disbursements, cost, charges, and counsel-fees incurred in about the conducting of said sale, or the working or operating said railroad, including the compensation and commission of said trustee in and about the execution of this trust, and all expenses of repairs, replacements, alterations, additions, and improvements, and all payments for taxes, assessments, charges, or liens on said premises, or any part thereof. The said trustee shall, if the amount secured be sufficient for that purpose, pay said mortgage bonds, or so many of them as shall then be outstanding and unpaid, together with all interest then due upon the same, and if the

amount be insufficient, then to divide the same pro rata among the outstanding bonds, and the surplus of all such moneys or proceeds of sale, if any there be, shall be paid to said party of the first part, or its assigns or successor.

And it is further covenanted and agreed by and between the
147 parties hereto that in case of any judicial foreclosure sale or
other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof, based upon the foreclosure of this mortgage, and the holders of a majority of the then outstanding bonds secured by this mortgage shall in writing request the said trustee, or their successor, they are authorized to purchase the premises embraced herein for the use and benefit of the holders of the then outstanding bonds secured by this mortgage. And having so purchased said premises, the right and title thereto shall vest in said trustee, and no bondholder shall have any claim to the premises, or to the proceeds thereof, except for his pro rata share of the proceeds of said purchased premises, as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds
secured hereby, and that said trustee may take such lawful meas-
148 ures as deemed for the interest of said bondholders to organize a
new company or corporation for the benefit of the holders of the bonds secured by this mortgage. Said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner, as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct. And said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ, at the expense of the said trust estate, all such attorneys, counselors, clerks, bookkeepers, engineers, or other agents as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answe'able for the defaults or other miscon-
duct or neglect of such employees, unless chargeable with culpa-
149 ble negligence in the selections. And further, that said trustees
shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of this trust.

And it is further mutually agreed by the parties hereto that said trustee shall receive from said company for services in the acceptance of this trust, and the signing and delivery of the bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered. And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds at any meeting called for that purpose. And, also, that said trustee may resign this trust, and be thereby discharged from future liabilities thereunder by a notice of three months, in writing, to said company or its successors.

And the said company, for themselves, their successors and as-
150 signs, hereby covenant and agree, for the consideration afore-
said, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances to the said trustee of the property herein described for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by said party of the first part subsequent to the date hereof: Provided always, and this grant and conveyance is upon the express condition that upon the payment in full of said bonds and the interest due thereon, or on the conversion thereof into the stock, in

manner named in said bonds, on exhibiting said bonds cancelled to said trustee, then the estate, title, and interest of the said trustee shall cease, determine, and become void. And upon request of the said party of the first part, or their successor, the said trustee shall duly execute and *and* deliver a proper release or satisfaction of this mortgage.

151 In witness whereof the Central Railroad Company of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto affixed.

(S'g'd) C. C. GILMAN, *President.*
" CHA'S COLLINS, *Secretary.*

[50c. cents stamp on each bond for every $500.]

STATE OF IOWA,
Hardin County, ss :

Be it remembered that on the 9th day of September, 1869, before me, a notary public in and for said State and county, personally appeared Charles C. Gilman and Charles Collins, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively president and secretary, and acknowledged the same to be the voluntary act and deed of said Central Railroad Company of Iowa, and they each being by me duly sworn, depose and say each for himself that he, Charles C. Gilman, is president, and that he, 152 Charles Collins, is secretary of said railroad company; that they signed the foregoing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[NOTARIAL SEAL.] (S'g'd) E. W. EASTMAN,
Notary Public.

(Endorsed :) A. V. Lynde & others vs. Cent. R. R. of Iowa & others. Amended and substituted bill. Filed Aug. 27, 1874. George B. Corkhill, c'k. Platt Smith for compl'ts.

153 Afterwards, to wit, on the 5th day of September, A. D. 1875, said complainants, by their said attorney, filed in said clerk's office their amendment to the amended and substituted bill in said cause, which said amendment is in the words and figures following, to wit:

154 *Amendment to bill.*

In the circuit court of the United States for the district of Iowa, October term, 1874.

CHARLES ALEXANDER, A. V. LYNDE, AND others,
against
THE CENTRAL RAILROAD COMPANY OF IOWA, and the Farmers' Loan and Trust Company of New York, trustees.

To the judges of the circuit court of the United States for the district of Iowa :

And now comes the compl'ts and file herein their amendment of the

amended and substituted bill, as follows: by adding to the conclusion of paragraph 33: That the said def't, the Central Railroad Company of Iowa, is wholly insolvent and irresponsible, and that the entire property of the said company is, as your orators believe and are informed, not worth the sum owing upon said first-mortgage bonds, the said 155 property included in the said three several mortgages and all property of said company being worth only about the sum of $200,000.00.

(S'g'd) PLATT SMITH,
Compl'ts' Attorney.

I, W. N. Davidson, depose and declare that I am acquainted with the property of the Central Railroad Company of Iowa, included in the three several deeds of trust thereof, referred to in the amended and substituted bill in this cause, and with the general financial and property condition of the said company, and that the allegations of the foregoing amendments are true, as I verily believe.

(S'g'd) W. N. DAVIDSON.

Sworn to and subscribed before me on this 4th Sept., 1874, by the said W. N. Davidson.

Witness my hand and official seal.

[SEAL.] GUS. T. PETERSON,
Notary Public, Webster County, Iowa.

(Endorsed:) Alexander & others vs. Cent. R. R. & others. Amendment of substituted bill. Filed Sep. 5, 1874. George B. Corkhill, clerk.

156 Afterwards, to wit, on the 30 day of September, A. D. 1874, the Farmers' Loan and Trust Company, by its att'ys, filed in said cause its appearance and answer in said cause, which is in the words and figures following, to wit:

157 *Appearance and answer of the Farmers' Loan and Trust Company of New York.*

In circuit court U. S. for the district of Iowa.

CHARLES ALEXANDER ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA et al.

And now comes the said Farmers' Loan & Trust Company, by Turner & Grant, their solicitors, and for answer to so much of said bill of complaint as they are advised that it is material for them to answer, say that the allegations of said bill, as to the execution and delivery of the mortgages named therein, are true, and this defendant is the trustee named in all of said mortgages. The allegations in said bill, that a demand has been made on this defendant, according to the terms of said mortgages, or either of them, to foreclose the same are not true. 158 A person, of whose name these defendants are ignorant, did, before July 1st, 1874, call upon the president of these defendants, at their office, and request these defendants to foreclose one or more of said mortgages, to which request said president replied that a large majority of the bondholders having funded their coupons and obtained scrip certificates under a certain agreement entered into with said rail-

road, could not, by the terms of said agreement, demand a foreclosure for the non-payment of the interest so funded until default in the payment of the interest on such scrip certificates, in which reply said person acquiesced as true. No other or different demand has been made on this defendant. But this defendant is informed and believes that the Central Railroad Company of Iowa has been for a long time a defaulter in the payment of its interest, and if the allegations of the plaintiffs' bill are true, the managers of the said corporation are
159 not conducting it to the interest of its creditors; and it may be the duty of this defendant to proceed, under the trust imposed on it by said mortgages, to foreclose said mortgage and sell the property mortgaged.

This defendant is advised by counsel that they cannot under the laws of Iowa execute the power of sale conferred on them in said several mortgages, but that a foreclosure and sale, to be valid under the laws of Iowa, must be had under a decree of some court of competent jurisdiction.

This defendant is ready and willing, and always has been ready and willing to perform all the duties which are imposed on it under the mortgages referred to in said bill, and they now ask of this court its advice and instruction in relation to their duty in the premises. Not having been requested by a majority of the bondholders, in any one of the mortgages, to declare the whole debt due, they have not taken any action in the case, but they are ready and willing to act upon the
160 advice and instruction of the court, and to become plaintiffs in this suit, or in any other, which this court may by its advice or judgment suggest to be their duty.

In testimony whereof the said Farmers' Loan & Trust Company has caused this answer to be signed by their president, and the seal of the corporation to be hereto affixed.

[SEAL.] (S'g'd) R. G. ROLSTON, *Pres't.*

Attest.

STATE, CITY, & COUNTY OF NEW YORK:

I, R. G. Rolston, being duly sworn, declare on oath that I am the president of the Farmers' Loan & Trust Company of New York, defendant named in the foregoing answer; that I have read the same, and know the contents thereof to be true.

(S'g'd) R. G. ROLSTON.

STATE, CITY, AND COUNTY OF NEW YORK:

161 Be it known that on this 25th day of September, 1874, came before the undersigned, a notary public in and for said city, county, and State, R. G. Rolston, to me personally known to be the identical person named in the foregoing affidavit, and being by me duly sworn, did declare on oath that the facts set out in said answer are true, and subscribed said affidavit in my presence.

Witness my hand and notarial seal the date above written.

[SEAL.] (S'g'd) W. D. SEARLS, No. 162,
Notary Public New York County.

(Endorsed:) Filed Sept. 30th, 1874. George B. Corkhill, clerk.

162 Afterwards, to wit, on the 14th day of October, the same being of the October term, 1874, of said court, there appears in the records and proceedings thereof in said cause the following entry, to wit:

163 United States circuit court, district of Iowa, October term, 1874.

WEDNESDAY, *Oct.* 14, 1874.

CHARLES ALEXANDER ET AL.
vs.
THE CENTRAL R. R. CO. OF IOWA.
} No. 501. Eq.

This cause came on to be heard on defendant's, the railroad co., demurrer to the complainants' bill of complaint herein, complainants appearing by Platt Smith, esq., and Jno. F. Duncombe, and the defendant, the Railroad Company, by Boardman and Brown, and The Loan and Trust Company by Grant and Smith; and the court after argument of counsel thereon, being fully advised, orders that the said 164 demurrer be and is hereby overruled, and by consent the complainants dismiss their bill as to the Loan and Trust Company, and said Loan and Trust Company is given leave to file a bill and become complainants herein.

165 On the same day, to wit, Oct. 14, 1874, The Farmers' Loan and Trust Company, by its attorneys, Mess. Grant & Smith, filed in said clerk's office, in said cause, its bill of complaint against the Central Railroad Company of Iowa, which said bill of complaint is in the words and figures following, to wit:

166 *Bill of complaint.*

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF
New York, trustee,
vrs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

To the judges of the circuit court of the United States for the district of Iowa.

1. The Farmers' Loan & Trust Company, of New York, a corporation duly and legally organized, existing and doing business in the State of New York, under the laws thereof, trustee for the bondholders under the trust deed or mortgage hereto attached, marked "Exhibit B," and made part hereof, and a resident & citizen of said State of New York, who sues in behalf of the bondholders secured by said mortgage or deed of trust, and on behalf of the bondholders secured by a second and third deed of trust herein refer'ed to and made part hereof, 167 bring this their bill of complaint against the def't, the Central Railroad Company, of Iowa, a corporation duly organized, established and existing under the laws of the State of Iowa, and a citizen of the State of Iowa, and thereupon your orators complain and say:

2. That heretofore, to wit, on the 15th day of July, 1869, the said Central Railroad Company of Iowa, def'ts, desiring to obtain money with which to construct, build, and equip a certain railroad within the said State of Iowa, as hereinafter set forth, and being thereto lawfully authorized, duly made, executed, and delivered unto your orator certain first mortgage bonds of said Central Railroad Company of Iowa, for the sum of $3,776,000.00, payable to the said Farmers' Loan & Trust

Company, of New York, or bearer, on the 15th day of July, 1899, in United States coin at par, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free
168 from United States Government tax, on the 15th d'ys of January & July in each and every year, on presentation of the respective coupons thereto attached, both principal and interest payable at the office or agency of said railroad company, in the city of New York, said series of bonds being of the denomination of five hundred and one thousand dollars each; a copy of one of said bonds is hereto annexed, marked "A," and made part of this bill, the same being precisely like all the others of said bonds, save number and denomination, and having annexed thereto sixty several interest coupons to fall due at the dates aforesaid, calling for the sum of thirty-five dollars each, all of said coupons being precisely alike save numbers, amounts, and time of maturity, one of the same by copy being a part of said "Exhibit A," said bonds being duly signed by said railroad company, president and secretary, countersigned by its treasurer, and the certificate thereon
169 printed, signed by the authorized officers of your orator, and duly sealed with the seal of the company.

3. That on the 9th day of Sept., 1869, the said Central Railroad Comp'y of Iowa, being thereunto lawfully authorized for the purpose of securing the payment of said bonds at the several dates when the principal and interest thereof should fall due to the holders and owners thereof, made, executed, and delivered unto your orator, trustee of the holders and owners of the said bonds, and to said trustee's successors, one certain mortgage deed of trust of the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges, then held and acquired, or to be thereafter constructed or acquired, extending from a point in Davis County, on the south line of the State of Iowa, at the intersection of said line by the North Missouri Railroad, thence to Oscaloosa, in Mahaska County, thence northerly to Marshalltown, thence to Ackley in Hardin County, and thence
170 northerly to the north line of the State of Iowa, at a point to be thereafter determined, including all the rights of way, road bed finished and in process of construction, with all material for construction or operation purposes, depot-grounds, gravel pits, quarries, and real estate, station-houses, water-tanks, repair and machine shops, turn-tables, coal-houses and sheds, and all things of every name and nature belonging to said company; also, all machinery, locomotives, and rolling-stock, all tools and supplies acquired or to be acquired, and the net income of said railroad company during the continuance of said trust, a copy of which mortgage is hereto annexed and refer'ed to as marked "B."

4. That afterwards the said deed of trust was filed for record in the offices of the recorders of the several counties through which the said line of railway extends, and the same was duly recorded in said several counties of Iowa, as shown by the following schedule:

In the county of Davis, Sept. 16, 1869.
171 In Appanoose County, Sept. 20, 1869.
" Mahaska County, Sept. 17, 1869.
" Monroe County, Sept. 17, 1869.
" Jasper County, April 3rd, 1874.
" Wapello County, Sept. 18, 1869.
" Powsheik County, Sept. 17, 1869.
" Marshall County, Sept. 10, 1869.
" Hardin County, Sept. 10, 1869.

" Franklin County, Sept. 11, 1869.
" Cerro Gordo County, Sept. 13, 1869.
" Worth County, Sept. 16th, 1869.

5. That afterwards the said Central Railroad Company of Iowa, through its agents, negotiated and delivered for a valuable consideration unto your orator, complainant, and to divers and sundry persons, who are exceedingly numerous, and many of whom are unknown to your orator, a large number of said first mortgage bonds, to wit, amounting to the sum of $3,700,000.

6. That afterwards, on the 15th d'ys of January and July, 1870, and in the years 1871 & 1872, when such installments of semi-annual interest, as evidenced by the coupons thereto annexed, fell due upon 172 the said bonds, the said Central Railroad Company paid the same; but your orator further complains and avers:

7. That on the 15th d'ys of July, 1873, and on the corresponding dates in July and the 15th day of Jan'y, in the year 1874, large sums of the semi-annual installments of interest on said bonds for the six months preceding each of the said dates fell due, and thereupon a large number of the several owners and holders of the coupons representing said interest presented the same at the office and agency of the said Central Railroad Company of Iowa in the city of New York, and demanded payment thereof, but the said railroad comp'ny thereupon neglected and refused to pay the same, and still does fail, neglect, and refuse to pay the same, and a large portion of the said interest due Jan'y 15, 1873, and substantially all of the said interest which fell due July 15, 1873, and January 15th & July 15th, 1874, remains wholly due and unpaid.

9. Your orator further complaining show, that on the 15 day of 173 April, 1871, the said Central Railroad Company of Iowa, def'ts, made, executed, and delivered unto the said Farmers' Loan and Trust Company of New York, your orator, certain second mortgage bonds for about the sum of $925,000, payable to the said Farmers' Loan & Trust Company of New York, or bearer, on the 15th day of April, 1901, with interest, in United States gold coin, free from gov'm'nt tax, at seven per cent. per annum, payable semi-annually on the 15th d'ys of April & October in each year, on presentation of the respective coupons attached at the office or agency of the said railroad company in the city of New York, said bonds being of the denomination of one thousand dollars each.

10. That on said 15th day of April, 1871, the said Central Railroad Company of Iowa, for the purpose of securing the payment of the said last mentioned bonds at the dates when the principal and interest thereof fell due to the holders and owners thereof, executed and delivered unto the said Farmers' Loan & Trust Company of New York, as 174 trustee of the said holders and owners, a certain 2nd mortgage or deed of trust of that date of all the property, franchises, and privileges acquired or to be acquired by the said Central Railroad Company of Iowa, together with all machinery and rolling-stock and earnings of the said railroad company, being in fact the same property heretofore included in the said first mortgage, the lien of said second mortgage being therein made specially junior, and subject to the said first mortgage, which mortgage was also recorded in the several counties before named, but subsequent to the dates when the said first mortgage was recorded therein, and the said second mortgage is a second lien upon the said railroad and property.

11. That afterwards the said Central Railroad Company of Iowa

negotiated and sold in the market a large number of the said second mortgage bonds, amounting to about the sum of $925,000; and,

12. That, as your orators are informed and believe, nearly the whole amount of interest on said second mortgage bonds which fell due April 15th and Oct. 15th, 1873, and Ap'l 15th, 1874, is still due and
175 unpaid, said railroad company being insolvent and wholly without funds with which to pay the same or any part thereof.

13. Your orator further represents that on the 15th day of May, 1872, the said defendants, the Central Railroad Co. of Iowa, made and executed unto the said Farmers' Loan & Trust Company of New York, payable to them, or bearer, certain third mortgage bonds of the said Central Railroad Company of Iowa for the sum of about $1,400,000, to fall due on the 15th day of May, 1902, with interest, in gold coin, free from government tax, at seven per cent. per annum, payable semi-annually on the 15th days of May and November in each year, on presentation of the respective coupons thereto attached, at the office or agency of the said railroad company in the city of New York, said bonds being of the denomination of $1,000; and,

14. That on said 15th day of May, 1872, said Central Railroad Company of Iowa, for the purpose of securing the payment of the said last mentioned bonds and the interest thereon at the several date'
176 when the same should fall due to the holders and owners thereof, executed and delivered unto the said Farmers' Loan and Trust Co. of New York, as trustee of said holders and owners, a certain third mortgage on all that property included in the said 1st & 2nd mortgages, stipulating therein that the lien thereon was subject to the liens created by said 1st and 2nd mortgages; which said third mortgage was recorded in the several counties through which the said line of railway extends, but after the recording therein of the said 1st & 2nd mortgages.

15. That afterwards the said Central Railroad Company of Iowa negotiated loans of large sums of money, and contracted certain considerable indebtedness in the purchase of cars on credit, depositing large sums of said last described bonds as security for the payment thereof, to wit, about $500,000 of said bonds, upon which no interest has been paid to this date, although such interest is due, and defendants have no funds to pay the same, but are wholly insolvent.

177 16. Your orator further shows that Isaac M. Cate, of Boston, Massachusetts, has, for about two years past, been one of the directors, and, ever since April 15th, 1873, president of the said railroad company.

17. That John S. Gilman, Horace Abbott and Thomas Kensett, of Baltimore, Maryland, have been directors of said railroad company ever since its organization. That A. L. Hatch, until a few days ago treasurer, and G. E. Taintor & H. C. Fahnstock, all of the State of New York, have also been, and your orators believe still are, directors thereof.

18. That the said Cate, Gilman, Abbott, Kensett, Hatch, Fahnstock, & Taintor constitute a majority of the board of directors of said company.

19. That the said president, Cate, and the said other parties, directors, each hold large amounts of the floating indebtedness of the said railroad company, and (besides the bondholders) are the principal creditors thereof.

20. That D. N. Pickering is, and, ever since the 15th day of April, 1873, has been, the general superintendent of said railroad com-
178 pany, and has almost the entire management of said company's affairs in Iowa. That although the bye laws of the said com-

pany require that the treasurer shall give bonds in such sum as the directors shall order, no order has been made by them in that respect at the date of the filing of the original bill herein, nor, as your orator believes and charges, has any such order yet been made; nor was any such bond ever given by the said A. L. Hatch, treasurer, nor, as your orator believes and charges, has any such bond been given by his successor in office.

21. That the said defts, railroad company's treasurer is continually absent in New York.

22. That the business properly pertaining to the treausrer's office within this State is wholly managed by the said D. N. Pickering and his clerks, who are in the habit of receiving and paying out money belonging to the said railroad company, and making no report of such receipts and expenditures to the treasurer.

179 23. Your complainant orator further represents that the said Central Railroad Company of Iowa, acting by its directors aforesaid, on the 10th day of June, 1873, caused to be issued and sent to all the holders of its bonds a certain printed circular which contained among other things the following statements:

24. The following is a comparative statement of the earning and disbursements of 1872 & 1873, namely:

1872.			
March.	Earnings		42 301
	Expenses	42 750	
April.	Earnings		42 405
	Expenses	49 752	
May.	Earnings		38 388
	Expenses	48 402	
		140 904	123 094
1873.			
March.	Earnings		63 288
	Expenses	43 358	
April.	Earnings		55 709
	Expenses	38 715	
May.	Earnings		52 000
	Expenses	37 000	
		119 073	170 997

25. And the said circular also contained the following purposes and solicitations addressed to the bondholders of said Central Railroad Company of Iowa:

180 "In order to obtain means for equipping this road it is necessary to ask the bondholders to extend the interest coming due during two years until January 1st, 1879, the coupons for the tow years' interest to be placed with the Farmers' Loan and Trust Company at New York City, in trust, that company being the trustee for the bondholders, and scrip for these amounts payable Jan'y 1st, 1879, with interest at 7% gold, payable semi-annually, to be given therefor, interest to be added to Jan'y 1st, 1874, on coupons due April and October, 1873, and deducted from those coming due after that date up to and inclusive of of Jan'y 15th, 1875."

26. Your orator further avers and shows, with reference to the said

circular, that the same was in the aforementioned statement of compara-
tive earnings and expenses of said railroad intended to be used and
was used by said railroad company for the purpose of inducing these com-
plainants, orators, and the other of said bondholders to extend the pay-
ment of said interest coming due for two years until January 1st,
181 1879; and your orator further avers and shows that the said table
of earnings and expenses, together with other statements in said
circular contained, were made the basis of an estimate showing that the
net earnings of the said railroad were largely increasing, which esti-
mate was therein made to said bondholders for the purpose of inducing
them to extend the payment of interest as aforesaid by a contract to
that effect, and to tie themselves up so that the said mortgages could
not be foreclosed; and there your orators further show and specifically
charge that the said tables and other statements of said circular were
false in fact. That instead of there having been net earnings of the
said railway in May, 1873, of $15,000, there had been a loss of $42.20.
That instead of net earnings of the said railroad during said period of
3 months of $51,928.00, the net earnings thereof were only about the
sum of $27,499; that the said estimate of increase of net earnings, based
upon said table and other statements, were also false and made with
intent to deceive and mislead your orators and the other of said
182 bondholders and to induce them to extend the payment of said
interest as aforesaid. That the said railroad company in so com-
posing and circulating said circular among the holders of said bonds
conspired and confederated together to cheat, wrong, and defraud bond-
holders by inducing them to believe that the net earnings of the said
railroad were much greater than they really were, and that such net
earnings would increase in a much greater ratio than the facts known
to said directors warranted them in so estimating and representing, and
by inducing the bondholders to grant an extension as asked in the said
circular, under the belief that by so doing the bondholders would real-
ize their interest at an earlier day than they otherwise would.

27. And your orator further avers and shows that a large number of
the holders and owners of said first-mortgage bonds, believing said
statements in said circular contained to be true, and relying thereon,
were thereby induced to surrender their coupons to the said Farmers'
Loan and Trust Company of New York, trustees, and to extend
183 the payment of interest due and to become due thereon, as asked
by said railroad company in said circular, and to receive in lieu
thereof a scrip interest certificate purporting to entitle the holder thereof
to the payment of semi-annual interest upon the sum of interest repre-
sented by said coupons; but that a large number of bondholders did
not so surrender their said coupons nor enter into the said contract of
extension of the payment of interest.

28. Your orators further show that heretofore, to wit, on the 19th day
of February, 1874, your said orators and numerous of the holders and
owners of the first mortgage bonds aforesaid, and numerous holders of
said second-mortgage bonds, having discovered that the said circular of
June 10th, 1873, was false and fraudulent as aforesaid, and being in-
formed of misapplications on the part of said railroad company of the
net earnings of their railway in the payment of floating indebtedness,
and of the general mismanagement of said company's affairs, and be-
ing very apprehensive and solicitous with regard to their interests
184 in said railroad and property, held a meeting of the bondholders
of the said Central Railroad Company of Iowa, pursuant to pub-
lic notice, at Mionian Hall, Boston, Mass., to take council in relation

thereto and to adopt measures for relief in the premises. That the said bondholders meeting was attended by a very large proportion of the first as well as of the second mortgage bonds. That at said meeting great unanimity prevailed, and it was resolved that all parties in interest amicably join in a petition to the courts for a decree of foreclosure which shall give the 1st m't'g bondholders the preference to which they are entitled, &c. The said meeting appointed Charles Alexander, A. V. Lynde, and H. J. Boardman, bondholders, a committee to carry out the recommendations made by said meeting. That the said meeting took such action with reference to said funding contract that the said bondholders disaffirmed and rescinded the same, since which time the holders of large sums of said second-mortgage bonds have sent to
185 said committee their disaffirmance and rescision of the said contract of funding the said interest, and authorized said committee to take such action as they deemed best to effect a foreclosure of said first & second mortgage bonds; and your orators believe and state that before a decree can be reached in this cause the holders of a majority in amount of the said bonds will have so disaffirmed the said funding contract and elected to request your orators to proceed and foreclose the mortgages and trust deeds in an action for foreclosure.

29. Your orators further show that the said bondholders' committee afterwards called upon your orators, although then unknown to your orators, and demanded that your orators, as trustees of the said 1st-mortgage bondholders, bring an action to foreclose the said 1st mortgage of the Central Railroad Company of Iowa; but on account of the funding of the coupons as aforesaid, as your orator then understood the matter, your orator refused to comply, and appeared in the cause
186 commenced by certain bondholders as def't, but believing it necessary after further information, for the securing of the property and the rights of the bondholders, that a foreclosure should take place and that a receiver should be appointed to take charge of the property of the defendants and the rents and profits thereof, now appear, the said suit having been dismissed as to your orator, and file this bill of complaint on behalf of the bondholders.

30. Your orators further show that one of the provisions of the scrip interest coupons aforesaid was that if default should be made at any time in the payment of the principal sum thereof, or the semi-annual interest thereon, the bearer thereof should be entitled to receive from your orators the original coupons and pursue his remedy upon said original coupons.

31. That on the 1st day of July, 1874, divers of the holders and owners of the said scrip coupons, and divers holders and owners of said original coupons of interest due on that day, upon the said 1st-mortgage
187 bonds, presented the same at the office and agency of the said Central Railroad Company of Iowa in the city of New York, and then and there demanded payment thereof, but the said Central Railroad Company of Iowa then and there neglected, failed, and refused to pay the same or any portion thereof, and still does so neglect, fail, & refuse to pay the same, and the said railroad company is wholly without funds with which to pay the interest due upon the said first-mortgage bonds and is wholly insolvent.

32. Your orators further show that the net earnings of the said Central Railroad Company of Iowa as shown by the reports of its officer, were, for the year 1872, the sum of $140,000, and for the year 1873, the sum of $126,000.

33. That the said company's bonded indebtedness, inclusive of inter-

est, is the full sum of $5,500,000 in gold, the part thereof owing upon said first-mortgage bonds, including interest, being the sum of at least $4,000,000 in gold. That the interest upon all of the bonds of said 188 company is rapidly increasing, that the affairs of said company are hopelessly involved, and that there is no reason for believing that the affairs of said railroad company will or can be improved under the present management thereof.

34. Your orator further avers that the affairs of said Central Railroad Company are managed in a very expensive and extravagant manner, in that the said company kept and now keeps in its employ a large number of unnecessary and useless officers and employees, paying exorbitant salaries and compensation for their service, and that the said company have hitherto made and are still making large and unnecessary disbursements of its gross earnings in the purchase and lease of locomotive engines and cars which are not needed for the successful operation of said railway, owing to which needless expenditures and other mismanagements of said company their disbursements for the six months immediately pre- 189 ceding the 1st day of July, 1874, exceeded the earnings by more than $2,000.

35. Your orators further show that a large proportion of the said Central Railroad has been built only about 3 years, and the smaller and older portion only about 5 years, and that in consequence thereof no additions of new iron has been required and none in fact made.

36. That the wooden structures, ties, &c., being comparatively new, have required only light repairs, and even these have been inadequately made.

37. Your orators further complain and represent that the said Isaac M. Cate, president, and John S. Gilman and Horace Abbott, are nearly related to each other by marriage, that is to say, the said Cate and Gilman are sons-in-law of said Abbott; that, as your orator is informed and believes, the said Cate, Gilman, and Abbott, believing that as an extension of the payment of interest had been secured as aforesaid, and the hands of the bondholders so tied up that a foreclosure could not be had they could then secure judgments against the said railroad company for their respective portions of the said floating debt and so secure 190 leins for the same upon the said company's road and property which would have priority over the leins of the bondholders, employed the firm of Seevers and Cutts (said Seevers being then and now vice-president of said company), who commenced three several suits against said railroad company in the circuit court of Pow'shick County, Iowa, on the part of said Gilman, Abbott & Cate; that said attorneys requested the said D. N. Pickering, general superintendent of said company, to go from Marshalltown, the place where the said railroad company's offices are kept, to said Pow'sheik County for the purpose of having the original notice of said suits served upon him; that the said Pickering went accordingly to the said county, and the original notices of said suits were served upon him by a person not an officer; that said suits were brought at a point remote from the line of said Central Railroad and were conducted with as much secrecy as possible, and such proceedings were had therein that a judgment was rendered against said railroad company in favor of each of said parties by default, the same ag- 191 gregating about $180,000, and the said parties thereupon caused transcripts of each of the said judgments to be filed in nearly all the counties through which said line of railway extends, and in one or more of said counties, through some oversight, the said third mortgage had not been recorded, and in many of such counties the recording and

ndexing of said 1st & 2nd mortgage had been so defectively performed that the said judgments are apparently a leiu upon the said railroad and property superior to the leins of the said mortgages.

Your orators further show that said judgments were fraudulently obtained by the plaintiffs therein, with the knowledge and connivance of other members of said company's board of directors.

38. That in a' least one case, to wit, in the case of Isaac M. Cate vs. The Central R. R. Co. of Iowa, in which action the sum $10,000 and interest was claimed upon an order of the said company drawn upon the said Isaac M. Cate, which sum and order had long theretofore been paid to said Cate, notwithstanding which payment in full the said
192 sum so *so* paid entered into and now forms a part of said judgment.

39. And your orator believes and avers that the said Cate, Gilman and Abbott intend to proceed to collect the said judgments by distress and sale of some of the said railroad company's property included in the said mortgage.

40. Your orator further avers and specially charges that the said railroad company have made repeated fraudulent preferences in the payment of their indebtedness, and have frequently misapplied their gross earnings to the payment of their floating debt, paying off and discharging coupons of the said second-mortgage bonds while at the same time failing and refusing to pay off and discharge coupons of the first-mortgage bonds, and by applying said gross earnings in payment of many other debts having no priority nor lein whatever, but to which the claims of the first-mortgage bondholders are and were senior and superior.

41. Your orator further shows that while the said company
193 have so as aforesaid been misapplying their earnings to the payment of floating indebtedness they have fallen largely in arrears in the payment of workmen and operatives engaged in and about the operating of the said railway, so that at this date their indebtedness upon said account is at least $100,000, a part of which sum has been due ever since August, 1873, and said railroad company has been in the habit of issuing acceptances to said laborers and employees for their services, and giving as reason of non-payment that there are no funds in hand.

42. Your orator further avers that the said railroad company has leased of the said Cate, president, and Gilman, Abbott, & Kensett, directors of said company, certain four locomotive engines, agreeing to pay an annual rental therefor of $2,800 each, a sum which is exorbitant and equal to twenty-five % of the value of said engines, agreeing also in the lease to keep them at all times in perfect repair.

43. Your orator further avers that there is shown a general
194 lack of experience, good judgment, and economy in the management and operating of the said Central Railroad of Iowa, the said managers entertaining extravagant and visionary views, not only as to the number of employees and amount of rolling stock required, but in running unnecessarily expensive passenger trains as well, which trains do not pay the running expenses of the same.

44. That the said company, by its officers and employees, have been in the habit, directly or indirectly, of speculating in the earnings of their employees by discounting the acceptances issued so as aforesaid to them for their labor in and about the running and operating of the said company's line of railroad.

45. Your orator further shows that the said Central Railroad Com

pany of Iowa have made no net earnings for a long time past, and in consequence thereof the bondholders, whose money was used in the construction the of said railroad, are without revenue or ben-
195 efit from their investment; that so long as the said railroad is controlled and operated by the said present managers, the said bondholders cannot reasonably expect any return from their said investment. But your orator states further that two or more powerful railroad corporations stand ready to lease the said line of railway for a term of years, guaranteeing a rental of from 20 to 30% of the gross earnings thereof, provided the said present management can be got rid of and they be free to manage and control the same themselves without interference, and your orator say that such an arrangement would be beneficial to all the bondholders of said Central Railroad Company of Iowa, and to those whom your said orator represents, and would be satisfactory to them.

46. Your orator further shows that the floating debt of the said railroad company is at least the sum of $500,000 besides matured in-
196 terest on bonds, and the same is rapidly increasing. The holders & owners of the said first-mortgage bonds are very numerous and cannot without manifest inconvenience and oppressive delay be all brought before court. Your orators therefore pray that said defendants answer the premises, that an account be taken by or under the direction of the court of what is due and owing upon the said 1st-mortgage bonds for principal and interest upon the same; that the said defendant, the *the* Central Railroad Company of Iowa, may be decreed to pay to your orators, and those whom they represent, what may be found due them upon taking said account aforesaid, together with the costs of this suit, by a day to be appointed by this honorable court for that purpose, or in default thereof that the said Central Railroad Company of Iowa and all persons claiming under them may be absolutely debarred and foreclosed of and from all rights and equity of redemption in or to the said mortgaged premises and property and every
197 part thereof, and deliver up to your orator the said property, together with all lands, records, papers, writing, and accounts relating thereto, or to any part thereof; that in the mean time a proper person be appointed as the receiver of the said Central Railroad Company of Iowa and property, to take charge of, manage, and operate the same; and your orator prays for such other and further relief in the premises as the nature of the case shall require and to your honor may seem meet.

May it please your honors to grant to your orator the most gracious writ of subp*ea*na of the United States of America, to be directed to the said Central Railroad Company of Iowa, thereby commanding them at a certain day and under a certain pain to be therein specified personally to be and appear before your honors in this honorable court and then and there to answer all and singular the premises, but not under
198 oath, and to stand to, perform, and abide by such order and decree therein as to your honors shall seem meet, and your orator shall ever pray.

(Signed) GRANT & SMITH,
Att'y for Plaintiff.

JAMES GRANT,
Of Counsel.

I, C. C. Gilman, being first duly sworn, do depose and say that I am one of the first mortgage bondholders secured by a deed of trust above described in the above-entitled cause, that I have heard read the foregoing bill of complaint and understand the contents thereof, and that each and every of the allegations are true as I ver'y believe.

(S'g'd) C. C. GILMAN.

Sworn and subscribed before me and in my presence on this 14th day of Oct., A. D. 1874, by the aforesaid C. C. Gilman.

Witness my hand and official seal.

[SEAL.] GEORGE B. CORKHILL.

199 $1,000.] A, [$1,000.

Face of bond.

Number 3000.] United States of America. [Number 3000.

THE CENTRAL RAILROAD OF IOWA.

For value rec'd The Central Railroad Company of Iowa promise to pay to the Farmers' Loan & Trust Company of New York, or bearer, one thousand dollars in United States gold coin, at par, on the 15th day of July, in the year eighteen hundred & ninety-nine, with interest in gold coin, as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. Government tax, on the 15th days of January and July in each year, on presentation of the respective coupons hereto attached, both principal and interest being payable at the office or agency of said railroad company in the city of New York.

This bond is one of a series of first-mortgage bonds of five hundred dollars and one thousand dollars each, to be issued only at the rate of sixteen thousand dollars per mile of single railroad track ironed and equipped for business by said railroad company. The payment 200 of the principal and interest of said bond is secured by a deed of trust to the Farmers' Loan & Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road-bed, depot-grounds, buildings, right of way, rolling-stock, machinery, franchise, & net income, acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends.

Any holder of this bond may, after 5 years, have the same converted into the capital stock of said company, and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond with all the unpaid coupons thereto annexed.

This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officers of the said Farmers' Loan & Trust Company,

In witness whereof the said railroad company has caused its 201 corporate seal to be hereto affixed and these presents to be signed by its president & secretary, and countersigned by its treasurer, on this 15th day of July, A. D. 1869.

(S'g'd) C. C. GILMAN, *President.*

[SEAL.] " CHA'S COLLINS, *Secretary.*

Countersigned:

W. B. SHATTUCK,

Treasurer.

Coupon.

202 July, A. D. 1869.

(Signed) C. C. GILMAN, *President.*

[SEAL.] " CHA'S COLLINS, *Secretary.*

Countersigned:

W. B. SHATTUCK, *Treasurer.*

Coupon.

35.

The Central Railroad Co. of Iowa will pay to bearer thirty-five dollars in United States gold coin, at their office or agency in the city of New York, on the 15th day of July, 1899, being semi-annual interest on bond number 3000.

(S'g'd) W. B. SHATTUCK, *Treas.*

(Back of bond:) No. 3000. United States of America. Sta The Central Railroad Company of Iowa. First Mortgage Bond. $1,000. Convertible after ten years. Authorized issue $16,000 per mile of finished road. Principal and interest payable in gold coin in the city of New York. Coupons due 15th of January and July in each year.

203 The Farmers' Loan & Trust Company of the city of New York hereby certify that the within bond is secured by a mortgage dated the fifteenth day of July, one thousand eight hundred and sixty-nine, on the road, property, and franchises of the Central Railroad Company of Iowa, executed by said company to the Farmers' Loan & Trust Company as trustee, which mortgage has been duly recorded in the proper counties.

(S'g'd) R. T. RANSTON,
President of the Farmers' Loan and Trust Co.

(Endorsed:) Alexander et al. vs. Cent. R. R. of Iowa. Copy of amended and substituted bill. No. 501. Eq. In U. S. circuit c't. Dist. of Iowa. The Farmers' Loan and Trust Company vs. The Central R. R. Co. of Iowa. Bill of comp't. Filed Oct. 14, 1874. George B. Corkhill, clerk. Grant & Smith for comp't.

204 *Notice.*

Pursuant to a previous call, a public meeting was held at Marshalltown, Iowa, at which, in conformity with the general incorporation laws of the State of Iowa, "The Central Railroad of Iowa" was formed.

The principal place of business of said company is at Marshalltown. The nature of the business of said company is the construction, equipment, and maintenance of a railroad from the south to the north line of the State of Iowa on the 16th meridian of longitude, or as near as practicable thereto. The amount of stock authorized is limited to twelve million dollars, to be paid in from time to time as ordered by the directors of the company.

The existence of this company begins on the twenty-third day of June, A. D. 1869, and ends by limitation in fifty years. The business of the company will be managed by eleven directors, president, vice-president, treasurer, and secretary. The highest amount of indebtedness or liability to which this company can subject itself is twenty thousand dollars to the mile. The private property of the stockholders is exempt from corporation debts.

Marshalltown, Iowa, June 23, 1869.

(S'g'd) CHA'S ALDRICH,
Secretary.

205 *Preamble.*

Whereas it is proposed to effect a loan of four million dollars to provide the means to complete the line of the Central Railroad of Iowa from Marshalltown to the south line of the State of Iowa and from Ackley to the north line of said State, and also provide the amount of $720,000 of bonds to be given in exchange for an equal amount of bonds now outstanding, issued by the Iowa River Railway Company upon that portion of the line between Marshalltown and Ackley, forty-five miles in length. And whereas for that purpose it is now proposed to execute a mortgage or deed of trust upon the entire property of the company and net income now owned, or hereafter to be acquired, to the Farmers' Loan & Trust Company of New York, as trustee, for the sum of four million dollars, to bear date on the 15th day of July, A. D. 1869, for the term of thirty years, and issue predicated thereon coupon bonds to the aggregate sum of four million dollars in two series, one o which series shall be numbered from one to three thousand, inclusively, for the sum of one thousand dollars each, and the other series to be numbered from one to two thousand, inclusively, for the sum of five hundred dollars each, said bonds to draw interest at the rate of seven per 206 centum per annum, payable semi-annually on the 15th day of January and July in each year, both interest and principal to be payable in New York City, in United States gold coin, free from the United States income tax of five per cent., and said interest to be represented upon said bonds by a coupon for each installment.

Be it therefor resolved that the president and secretary of this company are hereby fully authorized and empowered to execute in its behalf said mortgage and bonds with the coupons attached in such form as shall be agreed upon by them and said trustee, and attach the seal of the company thereto.

MARSHALLTOWN, *July 10th*, 1869.

This is to certify that the foregoing is an accurate copy of preamble and resolution passed by the board of directors of the Central Railroad Company of Iowa on the day mentioned.

As witness my hand and the official seal of the company this tenth day of July, 1869.

[SEAL C. R. R. OF IOWA.] (S'g'd) CHA'S COLLINS,
Secretary C. R. R. of Iowa.

MARSHALLTOWN, *July 10th*, 1869.

STATE OF IOWA,
Hardin Co:

On this, the 4th day of September, A. D. 1869, before me, 207 Samuel A. Reed, clerk of the district court of Hardin County, Iowa, personally came Charles Collins, secretary of the Central Railroad of Iowa, to me personally known to be the identical person whose name is affixed to the foregoing instrument as secretary of said Central Railroad of Iowa, and acknowledged the execution of the same to be his voluntary act and deed as said secretary for the uses and purposes therein expressed. In witness whereof I have hereunto set my hand and affixed the seal of the district court of Hardin County, Iowa, at Eldora, Iowa, this 4th day of September, A. D. 1869.

{SEAL OF THE DIST. COURT OF HARDIN COUNTY, IOWA.} (S'g'd) SAMUEL A. REED,
Clerk of the District
Court of Hardin County, Iowa.

B.

This indenture, made this 15th day of July, A. D, 1869, at Marshalltown, in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated, and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan & Trust Company of New York, a corporation duly and legally organized, and existing by and under the laws of the State of New York, party of the second part, witnesseth :

That whereas the said party of the first part is the owner in
208 fee of the railroad extending from Marshalltown, in the State of Iowa, to the village of Ackley, in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to a mortgage or deed of trust, made by the Iowa River Railway Company on the 21st day of September, A. D. 1868, to Henry L. Stout and L. D. Randall, of Dubuque, Iowa, trustees, in trust to secure the payment of seven hundred and twenty thousand dollars of bonds, all of which bonds are now outstanding, and a valid claim against the party of the first part, the said railroad having been purchased by the said party of the first part from said Iowa River Railway Company, agreeing, in consideration thereof, to exchange for said bonds an equal amount of bonds to be issued in pursuance of this mortgage, as will hereafter more fully appear.

And whereas said party of the first part is the owner in fee of the right of way, depot grounds, and property heretofore owned by the Iowa Central Railroad Company from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oscaloosa in Mahaska County, in said State of Iowa, by purchase and legal conveyance said property to said party of the first part. And whereas said party of the first part is desirous of continuing and extending said railroad from Marshalltown to the south line of the said State of Iowa, through the city of Oskaloosa, and from Ackley, in Hardin
209 County, to the north line of said State of Iowa, as near as practicable to the sixteenth meridian of longitude west from Washington, entirely across the said State of Iowa, and equipping the said railroad.

And whereas said party of the first part has entered into a contract with the Iowa Valley Construction Company, a corporation duly organized and existing under the laws of Iowa, by which the last-named company agree to construct said railroad. And whereas said party of the first part, for the purpose of paying said indebtedness and providing means to pay for constructing the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand of the sum of one thousand dollars each, consecutively numbered from one to three thousand inclusive, and to the number of two thousand of the sum of five hundred dollars each, numbered in like manner from one to two thousand inclusive, amounting to sixteen thousand dollars per mile of railroad now built, or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named.

All of which bonds are duly and legally made and delivered by said railroad company, party of the first part, and in the form following :

205 *Preamble.*

Whereas it is proposed to effect a loan of four million dollars to provide the means to complete the line of the Central Railroad of Iowa from Marshalltown to the south line of the State of Iowa and from Ackley to the north line of said State, and also provide the amount of $720,000 of bonds to be given in exchange for an equal amount of bonds now outstanding, issued by the Iowa River Railway Company upon that portion of the line between Marshalltown and Ackley, forty-five miles in length. And whereas for that purpose it is now proposed to execute a mortgage or deed of trust upon the entire property of the company and net income now owned, or hereafter to be acquired, to the Farmers' Loan & Trust Company of New York, as trustee, for the sum of four million dollars, to bear date on the 15th day of July, A. D. 1869, for the term of thirty years, and issue predicated thereon coupon bonds to the aggregate sum of four million dollars in two series, one of which series shall be numbered from one to three thousand, inclusively, for the sum of one thousand dollars each, and the other series to be numbered from one to two thousand, inclusively, for the sum of five hundred dollars each, said bonds to draw interest at the rate of seven per 206 centum per annum, payable semi-annually on the 15th day of January and July in each year, both interest and principal to be payable in New York City, in United States gold coin, free from the United States income tax of five per cent., and said interest to be represented upon said bonds by a coupon for each installment.

Be it therefor resolved that the president and secretary of this company are hereby fully authorized and empowered to execute in its behalf said mortgage and bonds with the coupons attached in such form as shall be agreed upon by them and said trustee, and attach the seal of the company thereto.

MARSHALLTOWN, *July* 10*th*, 1869.

This is to certify that the foregoing is an accurate copy of preamble and resolution passed by the board of directors of the Central Railroad Company of Iowa on the day mentioned.

As witness my hand and the official seal of the company this tenth day of July, 1869.

[SEAL C. R. R. OF IOWA.] (S'g'd) CHA'S COLLINS,
Secretary C. R. R. of Iowa.

MARSHALLTOWN, *July* 10*th*, 1869.

STATE OF IOWA,
Hardin Co :

207 On this, the 4th day of September, A. D. 1869, before me, Samuel A. Reed, clerk of the district court of Hardin County, Iowa, personally came Charles Collins, secretary of the Central Railroad of Iowa, to me personally known to be the identical person whose name is affixed to the foregoing instrument as secretary of said Central Railroad of Iowa, and acknowledged the execution of the same to be his voluntary act and deed as said secretary for the uses and purposes therein expressed. In witness whereof I have hereunto set my hand and affixed the seal of the district court of Hardin County, Iowa, at Eldora, Iowa, this 4th day of September, A. D. 1869.

{ SEAL OF THE DIST. COURT OF HARDIN COUNTY, IOWA. } (S'g'd) SAMUEL A. REED,
Clerk of the District
Court of Hardin County, Iowa.

B.

This indenture, made this 15th day of July, A. D, 1869, at Marshalltown, in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated, and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan & Trust Company of New York, a corporation duly and legally organized, and existing by and under the laws of the State of New York, party of the second part, witnesseth:

That whereas the said party of the first part is the owner in 208 fee of the railroad extending from Marshalltown, in the State of Iowa, to the village of Ackley, in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to a mortgage or deed of trust, made by the Iowa River Railway Company on the 21st day of September, A. D. 1868, to Henry L. Stout and L. D. Randall, of Dubuque, Iowa, trustees, in trust to secure the payment of seven hundred and twenty thousand dollars of bonds, all of which bonds are now outstanding, and a valid claim against the party of the first part, the said railroad having been purchased by the said party of the first part from said Iowa River Railway Company, agreeing, in consideration thereof, to exchange for said bonds an equal amount of bonds to be issued in pursuance of this mortgage, as will hereafter more fully appear.

And whereas said party of the first part is the owner in fee of the right of way, depot grounds, and property heretofore owned by the Iowa Central Railroad Company from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oscaloosa in Mahaska County, in said State of Iowa, by purchase and legal conveyance said property to said party of the first part. And whereas said party of the first part is desirous of continuing and extending said railroad from Marshalltown to the south line of the said State of Iowa, through the city of Oskaloosa, and from Ackley, in Hardin 209 County, to the north line of said State of Iowa, as near as practicable to the sixteenth meridian of longitude west from Washington, entirely across the said State of Iowa, and equipping the said railroad.

And whereas said party of the first part has entered into a contract with the Iowa Valley Construction Company, a corporation duly organized and existing under the laws of Iowa, by which the last-named company agree to construct said railroad. And whereas said party of the first part, for the purpose of paying said indebtedness and providing means to pay for constructing the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand of the sum of one thousand dollars each, consecutively numbered from one to three thousand inclusive, and to the number of two thousand of the sum of five hundred dollars each, numbered in like manner from one to two thousand inclusive, amounting to sixteen thousand dollars per mile of railroad now built, or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named.

All of which bonds are duly and legally made and delivered by said railroad company, party of the first part, and in the form following:

First mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000.
210 No.] CENTRAL RAILROAD OF IOWA. [No.

For value received the Central Railroad Company of Iowa promises to pay to the Farmers' Loan & Trust Company of New York, or bearer, one thousand dollars in United States gold coin at par, on the fifteenth day of July, in the year eighteen hundred and ninety-nine, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. Government tax, on the fifteenth days of January and July in each year, on presentation of the respective coupons hereto attached. Both principal and interest being payable at the office or agency of said railroad in the city of New York.

This bond is one of a series of first mortgage bonds of five hundred dollars, and of one thousand dollars each, to be issued at the rate of only sixteen thousand dollars per mile of single railroad track, ironed and equipped for business by said railroad company.

The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road bed, depot grounds, buildings, right of way, rolling stock, machinery, franchises,
and net income acquired and to be acquired by said railroad
211 company, and duly recorded in the several counties in the State
of Iowa through which the line of said railroad extends.

Any holder of this bond may, after five years, have the same converted into the capital stock of the said railroad company, and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond with all the unpaid coupons thereto annexed. This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan & Trust Company.

In witness whereof, the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president and secretary, and countersigned by its treasurer, on this fifteenth day of July, A. D. 1869.

President.

Secretary.

Countersigned:

Treasurer.

Now, therefore, the said Central Railroad Company of Iowa, party of the first part, for and in consideration of the premises, and of the sum of four millions of dollars, received to their full satisfaction of said trustee, party of the second part, and for the purpose and with the intent of se-
curing the payment of all of said bonds, with the interest due and
212 to grow due thereon, hath granted, bargained, sold, conveyed,
assigned, transferred, and confirmed, and by these presents doth
grant, bargain, sell, convey, assign, transfer, and confirm to said Farmers' Loan and Trust Company of New York, as trustee and in trust, and to their successor or successors, the entire corporate property of the

said Central Railroad Company of Iowa, and all its franchises and privileges,
constructed or to be hereafter constructed, now held and acquired
or to be hereafter constructed and acquired, extending from a point in
Davis County, on the south line of the State of Iowa, at the intersection
of said line by the North Missouri Railroad, to Oskaloosa in Mahaska
County, a distance of about sixty miles, along the line formerly owned
by said Iowa Central Railroad Company, and thence northerly to Marshalltown,
and thence along and including the railroad built by the
said Iowa River Railway Company to Ackley, in Hardin County, and
thence northerly to the north line of said State of Iowa, at such point
as shall be hereafter definitely determined, including all the rights and
franchises of the said Iowa Central Railroad Company, and of the said
Iowa River Railway Company; including also along the entire line all
the right of way acquired by purchase or condemnation, road-bed
213 finished and in process of construction, with all material collected
for construction or operative purposes, depot grounds, gravel-pits,
quarries and real estate, station houses, water tanks, repair and machine
shops, turn-tables, coal houses and sheds, and all things of every name
and nature belonging to said party of the first part, and pertaining to
said railroad; also all machinery, locomotives, and rolling stock, and all
tools and supplies heretofore acquired, or which may hereafter be acquired
by said Central Railroad Company of Iowa; also the net income
of the said party of the first part, during the continuance of this trust.
The whole of said property being free and clear from all incumbrances,
except the issue of seven hundred and twenty thousand dollars
of bonds under the said mortgage to Stout and Randall, trustees
on the railroad from Marshalltown to Ackley, but which bonds are to
be exchanged for an equal amount of bonds issued in pursuance of this
mortgage, and when that change shall be effected in full, then the entire
property above described will be free and clear from all incumbrances,
except that created by this instrument.

To have and to hold the above granted and bargained premises, with
the appurtenances thereof, unto the said trustees, and to their
214 successor or successors and assigns, in trust, and upon the trust,
uses, and purposes hereinafter expressed, of and concerning the
same, for the use and benefit of the person or persons, firm or firms,
bodies politic or corporate, who shall hereafter at any time become the
purchasers or holders, owners or bearers, of any or either of said bonds,
subject to the terms, provisions, and stipulations in said bonds contained,
and also subject to the possession and management of said railroad and
property by said party of the first part, and its successors and assigns,
so long as no default shall be made in the payment of either interest or
principal of said bonds, or in any or either of them, and so long as the
said company shall well and truly observe, keep, and perform all and
singular the covenants, agreements, conditions, and stipulations in said
bonds, and in this indenture contained and set forth, and which are to
be observed, kept, and performed by and on the part of said company,
party of the first part.

It is further agreed by and between the parties hereto that the said
party of the first part shall take up and exchange seven hundred and
twenty thousand dollars of the bonds of said Iowa River Railway Company,
in pursuance to the terms of the contract with said party of the
first part and said Iowa River Railway Company for the pur-
215 chase of their railway, dated July 22d, 1869, to which reference
is made, by giving the holders thereof the bonds secured by this
mortgage in equal amounts, dollar for dollar.

And for the purpose of said exchange, it is agreed that the said trustee, party of the second part, may retain seven hundred and twenty thousand dollars of the bonds issued in pursuance of this mortgage for delivery to the holders of said Iowa River Railway Company bonds in manner to be hereafter agreed upon between said railroad companies. That said trustee, party of the second part, shall cancel and discharge each and all of said Iowa River Railway bonds as received in exchange as aforesaid, and make, or cause to be made, upon each bond a brief note or memorandum, stating when exchanged, in such manner and form as will enable the party of the first part to trace the transaction, and when all of said Iowa River Railway bonds shall have been exchanged and cancelled, the mortgage or trust deed upon which they are predicated shall be cancelled of record.

216 And the said party of the first part doth hereby covenant, promise and agree, for itself, its successors, or assigns, to and with the said trustee, their successor or successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual interest to become due thereon at the rate of seven per cent. per annum, at the times, in the manner, and at the places specified therein, in United States gold coin.

And that in case said company shall for the space of six months, make default in the payment of the said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then after the expiration of twelve months from the time it became due, and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of the said mortgage bonds then outstanding, shall forthwith become due and payable, and the lein or incumbrance hereby created for the security and payment thereof may at once be enforced.

217 And it is agreed in case of the default of the payment of the semi-annual interest as above provided that said trustee, or its successor, is hereby expressly authorized and empowered, upon the request in writing of a majority of the owners or holders of said bonds, to enter into and upon and to take actual possession of all the property, real and personal, and rights, franchises, and privileges of the premises hereby conveyed, and each and every part thereof, and by their agents or attorneys have, hold, use, and enjoy the same, and from time to time make all repairs & replacements, and all useful alterations, additions, and improvements thereto, as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freight, incomes, rents, issues, and profits of the same and of every part thereof; and the said trustee and their successor shall and may, and hereby is expressly authorized and empowered to sell at public auction, to the highest bidder, the entire property, real and personal, rights, franchises, and privileges herein conveyed; said sales shall be either in the
218 city of Marshalltown, Iowa, or in the city of New York.

At least three months' notice shall be given of the time and place and terms of said sale, by advertising the same in one or more newspapers of large circulation in each of the cities of Marshalltown and New York, and wherever else required by law, and continuing said advertisement at least once a week until the time of sale. And the said trustee may, from time to time, adjourn said sale at discretion, giving reasonable notice of the time and place where it will take place, and, as the attorney in fact of the said party of the first part or their successors, shall have full power and authority to make, execute, and

deliver to the purchaser or purchasers thereof good, valid, and sufficient
deed or deeds, conveyance or conveyances, assignments or transfers, in
fee-simple or otherwise, of the entire property herein conveyed, and all
the rights, franchises, and privileges of the party of the first part or its
successors; which conveyance or conveyances, transfer or deeds, shall
vest in the purchaser or purchasers all the right, title, interest
219 and estate whatsoever, reversionary or in possession, or which
they may be entitled to receive, have, or hold of the said company;
and said sale shall be a complete and perpetual bar or estoppel,
both in law and equity, against said party of the first part, its successors
or assigns, and all persons or parties claiming by, from, or under
it, or them, in anywise or manner whatsoever.

The amount of the purchase money on said sale may be paid and satisfied in whole or in part by the outstanding mortgage bonds, or any of them secured hereby, and said bonds shall be received in whole or in part payment and satisfaction by said trustee, or its successor, according to their value, to be ascertained and determined by the net amount arising from said sale.

And out of the moneys received from said tolls, freights, incomes,
rents, profits and earnings of said railroad and premises, or out of or
from the proceeds of said sale, so to be made as aforesaid, after first
deducting the expenses, disbursements, cost, charges, and counsel
220 fees incurred in and about the conducting of said sale, or the
working or operating said railroad, including the compensation
and commission of said trustee in and about the execution of this trust,
and all expenses of repairs, replacements, alterations, additions, and
improvements, and all payments for taxes, assessments, charges, or liens
on said premises or any part thereof.

The said trustee shall, if the amount secured be sufficient for that purpose, pay said mortgage bonds, or so many of them as shall then be outstanding and unpaid, together with all interest then due upon the same; and if the amount be insufficient, then to divide the same pro rata among the outstanding bonds, and the surplus of all such moneys or proceeds of sale, if any there be, shall be paid to said party of the first part or its assigns or successor.

And it is further covenanted and agreed, by and between the parties
hereto, that in case of any judicial foreclosure sale or other sale of
the premises embraced in this mortgage under the decree of any
221 court having jurisdiction thereof, based upon the foreclosure of
this mortgage, and the holders of a majority of the then outstanding
bonds secured by this mortgage shall in writing request the said
trustee or their successor, they are authorized to purchase the premises
embraced herein for the use and benefit of the holders of the then outstanding
bonds secured by this mortgage.

And having so purchased said premises, the right and title thereto shall vest in said trustee, and no bondholder shall have any claim to the premises, or to the proceeds thereof, except for his pro rata share of the proceeds of said purchased premises as represented in a new company or corporation, to be formed for the use and benefit of the holders of the bonds secured hereby, and that said trustee may take such lawful measures as deemed for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage.

Said new company or corporation shall be organized upon such terms,
conditions, and limitations, and in such manner as the holders of
222 a majority of said outstanding bonds secured by this mortgage

shall in writing request or direct. And said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ at the expense of the said trust estate all such attorneys, counsellors, clerks, bookkeepers, engineers, or other agents as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the defaults or other misconduct or neglect of such employees, unless chargeable with culpable negligence in the selections. And, further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of this trust.

And it is further mutually agreed by the parties hereto that said trustee shall receive from said company for services in the acceptance of this trust, and the signing and delivery of the bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered.

223 And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds at any meeting called for that purpose; and also, that said trustee may resign this trust and be thereby discharged from future liabilities thereunder, by a notice of three months, in writing, to said company or its successors.

And the said company, for themselves, their successors, and assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances, to the said trustee, of the property herein described, for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by said party of the first part subsequent to the date hereof.

Provided always, and this grant and conveyance is upon the express
condition, that upon the payment in full of said bonds, and the in-
224 terest due thereon, or on the conversion thereof into the stock in
manner named in said bonds on exhibiting said bonds cancelled
to said trustee, then the estate, title, and interest of the said trustee
shall cease, determine, and become void.

And upon request of said party of the first part, or their successor, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad Company of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto affixed.

(S'g'd) C. C. GILMAN,
President.
(") CHA'S COLLINS,
Secretary.

[50-cents stamp on each bond for every $500.]

STATE OF IOWA,
Hardin County, ss:

Be it remembered that, on the 9th day of September, 1869, before me, a notary public in and for said State and county, personally appeared Charles C. Gilman and Charles Collins, who are personally known to me
to be the identical persons whose names are affixed to the fore-
225 going indenture as respectively president & secretary, and ac-

knowledged the same to be the voluntary act and deed of said Central Railroad Company of Iowa, and they each being by me duly sworn, depose and say, each for himself, that he, Charles C. Gilman, is president, and that he, Charles Collins, is secretary of said railroad company, and that they signed the foregoing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company, *by order and authority of said company*, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[L. S.] (S'g'd) E. W. EASTMAN,
Notary Public.

226 Afterwards, to wit, on the 15th day of October, 1874, said respondent, by its attorneys, Mess. Shiras, Van Duzee & Henderson and H. E. J. Boardman, filed in said clerk's office its motion for continuance in said cause; which said motion is in the words and figures following, to wit:

227 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF New York City, (trustee,)
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, (defendant.)

Motion for continuance.

And now comes The Central Railroad Company of Iowa, defendant, and moves for a continuan'e of the application for a receiver for the term of 60 days, with leave to introduce additional evidence. For cause thereof referring to the affidavits annexed of J. M. Cate & John H. B. Latrobe.

(S'g'd) SHIRAZ VANDERZEE & HENDERSON,
With H. E. J. BOARDMAN,
Att'ys for Def't.

Affidavit.

STATE OF IOWA,
Polk County, ss:

228 I, Isaac M. Cate, being duly sworn, depose and say that I am, & since April, 1873, have been the president of the Central Railroad of Iowa, engaged in the conduct of its business, & familiar with its management. I further say that prior to the second day of the present term of this court, the def't and its officers had no knowledge or intimation that a new petition would be filed with new party pl't'ff, and the affidavits & evidence prepared, with which to resist the motion for receiver, were prepared solely with view to the amended bill filed about Sept. 1, 1874.

In said bill the present trustee, plaintiff, was made a def't, & until said second day of this term, in accord with the wishes of a very large majority of its beneficiaries, was resisting any application for a receiver.

Affiant also avers that in the bill of complaint now presented an
attempt is made to foreclose the first, second, & third bondholders, &
deliver up the line under a strict foreclosure to the first-mortgage bondholders,
to the exclusion of all others, as is understood by affiant,
from the allegations made.

229 Deponent avers that Edmond Wetmore, of New York, T. B.
Reed, of Portland, John H. B. Latrobe, of Baltimore, R. G. Rolston,
pres't of pl'ff, whose p. o. address is New York City, and Isaac M. Cate,
whose p. o. address is Boston, Mass., D. N. Pickering, of Marshalltown,
Iowa, Richard Ashhurst, of Philadelphia, G. T. N. Davis, of New York,
Cha's Alexander, J. V. Lynde, of Boston, Mass., also certain documentary
evidence, to wit, the report of the def't to the stock & bondholders,
& the circulars issued by deponent as president, are material to
this case, & the affidavits of said witnesses are material in resistance of
said application, & the same cannot be fully obtained in less than 60
days.

Defendant expects to prove by said witness' Rolston, Cate, & Pickering
that the trustee plaintiff has not only been conversant with the
financial condition & management of def't, but has refused to
make any request for change of policy, & has declined to make
230 any requirement of def't for different distribution or disbursement
of earnings, & that the cause of such action by trustee was its full
knowledge that the road was conducted with zeal, honesty, efficiency,
& personal sacrifice by those manageing the same.

In particular also, def't can shew, by said witness' Cate & Rolston &
Pickering, that about Feb'y or M'ch, 1874, the trustee plaintiff made an
investigation of the affairs of def't, employed an agent & attorney to
inspect the same, & after such examination was fully satisfied, and,
with the most ample opportunity to assert its rights under the trust-deed,
declined for the reason that it would be oppressive to defendant
& disadvantageous to the bondholders.

Defendant expects to prove by said witnesses, Rolston, Cate, & Pickering,
that the plaintiff (trustee) & many of the bondholders have, for some
eighteen months, been cognizant of (have known or might have
231 known) the material matters, or many of , shewn in the affidavits
for a receiver; that, in fact, said trustee plaintiff has acquiesced
in matters now complained of, well knowing the facts, particularly
the nonpayment of interest since April, 1873, the lease to this def't
by Mess' Abbott, Kensett, & others, of four locomotives, the rendition
of judgments in favor of said parties, in regard of which said trustee expressly
said there was no objection, not long after their rendition, &
consented to the same; that on the 10th M'ch, 1874, or prior thereto, in
a report by the def'ts to the railroad company & bondholders, then duly
distributed & mailed to all persons interested whose post-office address
was known, and advertised as ready to be delivered, at the office of the
def't, to all persons applying, it was expressly shown that said locomotives
had been leased, & the parties owning and leasing the same; that
said judgments had been rendered, the parties in favor of whom, the
amount of same, the motives therefor; that in said circular the
amount of floating debt was given, & a a fair & full report of the
232 general operation & performances of the company was in detail
exhibited.

Affiant expects to prove, by said Wetmore, Reed, Ashurst, & Latrobe,
that committees have been appointed in behalf of both first & second
bondholders, at a large meeting of same at New York, at which meeting
were represented eight hundred and seventy-six thousand doll's of the

first, and $414,000.00 of the second mortgage bonds; that said committees have not yet reported what action they would advise, but that at said meeting of bondholders it was unanimously resolved to disapprove of and resist a foreclosure and a receiver.

Affiant also expects to prove by said witnesses that a still larger number, not present at that meeting, are opposed to and beleive it disastrous to the road to for'close the mortgages, or pass the line over for a season to any person not acquainted with its history, wants,
233 or necessities, & that in a short time such report & agreement between committees will be likely to be had as will obviate the necessity of a foreclosure or receiver. And this def't and affiant expect to prove, by said report, circulars, documentary evidence, & Cha's Alexander & J. V. Lynde of Boston, Mass., that the trustee is acting contrary to the wishes of and owners of the $329,000.00 dollars of bonds represented by or owned by Cha's Alexander et als., complainants in the prior amended bill; that, in fact, at the meeting in Boston, & in the report of the Boston committee, it was distinctly understood & stated & agreed upon that a strict foreclosure, & any foreclosure, cutting off and barring the interests of subsequent lien-holders & creditors, ought not to be permitted.

Affiant also expects to prove by said last-named that a large majority of the second-mortgage bondholders do not desire to be represented as plaintiffs by the trustee; do not desire the present trustee to remain trustee in their behalf; that if appearing as party at all,
234 they should be party defendant; that as party defendant, having other and different interest from the first bondholders, they should have a seperate trustee, who can properly represent them, and a short reasonable time being given, affiant avers that said seconds will, under the terms of the trust deed, elect a new trustee & assume the position of defendant.

Deponent also avers that def't has in no manner departed from or violated the injunction granted at the hearing at Davenport; that any order that may now be made for the purpose of preserving the earnings or causing the same to be properly disbursed will be readily acquiesced in, and the parties managing the road can, on short time, give any security in regard of the incomes, & earnings, & prudent management of the affairs of the line that may seem to the court desirable.

Deponent says he beleives the foregoing facts to exist and to be true, & that the proceedings will be taken & evidence obtained in the
235 time mentioned in the motion as set forth in the foregoing affidavit, & knows of no other witnesses to be at hand by whom such matters can be fully proved.

(S'g'd) ISAAC M. CATE.

Subscribed in my presence and sworn to before me by I. M. Cate, this 15 day of October, 1874. Witness my hand & seal official.

[SEAL.] (S'g'd) GEORGE B. CORKHILL,
Clerk.

Affdavit.

STATE OF IOWA,
Polk County, ss:

I, John H. B. Latrobe, of Baltimore, Maryland, being first duly sworn depose & say, that I am a holder of ten thousand dollars of the second mortgage bonds of the Central Railroad of Iowa. That on the 30th

July, 1874, I attended a meeting of the bondholders (including first and second) in the city of New York, at which meeting I understood and beleive that upwards of thirteen hundred thousand dollars of
236 both classes were represented. There was much discussion in
regard to the condition of the company and the proper course to be pursued, and the hope was expressed that some arrangement might be made by which the interests of all the bondholders might be protected without the absolute sacrifice of any; and with a view of seeing how this could be best accomplished a committee was appointed, consisting of three persons from each class, the first mortgage bondholders being represented by Mr. Richard L. Ashurst, of Philadelphia, Edmond Wetmore, of New York, and Thomas B. Reed, of Portland; and the second class by this deponent, George T. M. Davis, of New York, and Peter Starr, of the same city. And this deponent here refers to the resolutions appointing said joint committee for the more accurate understanding of their object.

That subsequently, in September, 1874, a meeting of said joint committee was held in the city of New York, prior to which, on the same day, a meeting of the committee of the 2d mortgage bondholders was held with a view of preparing a proposition to be submitted
237 to the first mortgage bondholders in the hope and expectation
that it would be made the basis at least of an arrangement satisfactory to both parties.

On the same day, in the afternoon, when the joint committee met, this proposition was submitted and very fully discussed. M'r Ashurst, who had visited the line of railroad, expressed himself as altogether satisfied with its management and condition, as this deponent understood, and detailed statements taken from the books of the company presented, showing how it stood financially, and what were its earnings. Calculations as to its probable earnings for the coming year were made, and indeed a session of about three hours was taken up with the subject, and the proposition of the committee of the second mortgage bondholders was agreed pro and con; no determination was had; the proposition was neither accepted nor rejected, and the committee separated with the understanding that the deponent should return to Balti-
238 more, consult with the parties whose proxies he held at the meet-
ing of the bondholders in July, and correspond with M'r Wetmore on the subject. This the deponent has done, giving to M'r Wetmore the views of his constituents, and leaving the matters all open for negotiation before the joint committee made up its report.

The misdirection of the letter to M'r Wetmore, & the return of it to the writer, caused a delay, so that this deponent had received no reply when he left Baltimore for the double purpose, on behalf of his principals, the 2nd mortgage bondholders that he has represented, of being present at this term of the U. S. circuit court, not in his character as lawyer to take part in the proceedings here, but to become better informed as the real state of the pending *alegation*, and for the purpose of making himself acquainted, as far as he could, with the present condition of the Central Railroad of Iowa, and the system pursued in its management, to the end that his friends in Baltimore might be informed in these respects from the testimony of an eye-witness; and also that he might feel qualified in some degree, at all events, of dis-
239 cussing the matters when the joint committee made their report
to the meeting of the bondholders, which deponent understood was to be called to receive it.

And this deponent further saith that while the joint committee came to no conclusion at the meeting in New York as to the plan to be adopted as allready stated, upon one point they were most emphatically unanimous. Almost the last words said as the committee was about to separate: "It is understood we are unanimous against the appointment of a receiver."

And this deponent saith that however the first and second mortgage bondholders differed as to the best mode of preserving their respective interests, they were of one mind in regard to the a receiver.

And this deponent further saith that when the joint committee meets again, and when the bondholders assemble to recieve their report, he is prepared to say that after a morning passed in a careful examination of the books of the Central Railway Company of Iowa, and with the 240 experience derived from upwards of forty years' operation as counsel with the leading railroad of the United States (the Baltimore and Ohio), and after having passed over the Central Railroad from Marshalltown to Grinnell, and assuming this to afford a fair average of the entire line and its equipment, he has found nothing that would not justify him in saying that the system of management, the road itself, and its rolling-stock, are not most creditable to those now in charge of the work.

And this deponent saith that he represents at this time, of first and second mortgage bonds, above three hundred thousand dollars, including about forty-four thousand first mortgage .

October 15th, 1874.

JNO. H. B. LATROBE.

Subscribed and sworn to before me this 15th October, 1874.

GEORGE B. CORKHILL, *Cl'k.*

(Endorsed:) The Farmers' Loan & Trust Company of New York City vs. The Central Railroad Com. of Iowa. Original mo. for continuance. Filed Oct. 15, 1874. George B. Corkhill, clerk.

241 On the same day, to wit, Oct. 15, 1874, said complainants, by their said attorneys, filed in said clerk's office their exceptions to the motion for continuance in said cause, which said exceptions are in the words and figures following, to wit:

242 In the circuit court of the United States for the district of Iowa.

Exceptions to motion for continu'e.

THE FARMERS' LOAN & TRUST CO. OF NEW York et al.
vs.
THE CENTRAL R. R. CO. OF IOWA.

Now comes complain'ts & files the following objections to the continu'e asked on the application for the appointment of a receiver:

1. Because the basis of this application is the filing of a new bill, when in truth and in fact the allegations in each bill, as to the appointment of a receiver, are precisely the same.
2. Because the prayer for relief in each bill is precisely the same, and the claim of prejudice on that account is not valid.
3. There is no showing of proper diligence since the last hearing adjourned to this term of court, and no reason shown why the evidence, if material, has not been procured.

4. There is no prejudice shown by the affidavits.

243 5. The order of the court, providing for filing the bill of complaint on the part of the trustees, expressly provided against such filing of bill and consolidation of cause, effecting or prejudicing application for appointment of receiver.

(S'g'd) TURNER & GRANT,
For Compl't's Trustees.

(") SMITH & DUNCOMBE,
For Alexander, Lynde, et al.

(Endorsed:) No. 501. Equity. Farmers' Loan & Trust Co., trustees, vs. Central R. R. of Iowa. Exceptions to motion & affidavit for cont'nce. Filed Oct. 15, 1874. George B. Corkhill, clerk.

244 Afterwards, to wit, on the 16th day of October, the same being of the October term, 1874, of said court, there appears in the records of proceedings thereof in said cause the following entries, to wit:

245 United States circuit court, district of Iowa, October term, 1874.
Friday, Oct. 16th, 1874.

CHARLES ALEXANDER ET AL.
vs.
THE CENTRAL RAILROAD OF IOWA ET AL.
No. 501. Eq.

In this cause the Farmers' Loan & Trust Company, having filed by leave of the court an original bill, as well for the benefit of the original complainants as well as all other bondholders, it is ordered that said bill be consolidated with the bill already pending of Alexander and others, without prejudice to anything which has been done in said cause of Alexander et al. as to the application for a receiver, or otherwise. 246

The said bill filed by the Farmers' Loan and Trust Company to stand and be taken to be the bill of complaint in said cause, & the only one to which def't is required to plead.

THE FARMERS' LOAN AND TRUST COMPANY OF New York et al.
vs.
THE CENTRAL R. R. CO. OF IOWA ET AL.
No. 501. Eq.

This cause coming on for hearing on this day on motion for continuance of the application for appointment for a receiver for 60 days, the same is granted and said application so continued for sixty 247 days from this date, and until such time as the same can be presented and heard.

It is further ordered that in the mean time, and until further order, the superintendent of said R. R. Co., D. N. Pickering, be and he is appointed until such hearing, and until further order, provisional receiver of said R. R. Co., to take charge of the property, income, profits, and earnings of said Central Railroad of Iowa, and that the said railroad company, def't, shall pay out of the income and earnings of the road no other debts or expenses without special order, except such as belongs to and come within the category and character of operating expenses 248 of the said road, and that said Pickering be and he is required to see that this order is carried into effect.

The time and place of hearing such application for a receiver to be as this court, or the judge thereof, may fix—not less than the time herein named.

The defendant, the Central Railroad Company of Iowa, appears in open court by its counsel, H. E. J. Boardman and Shiras Van Duzee, and Henderson, to the bill of complaint filed by the Farmers' Loan and Trust Company, and by agreement of parties have until the January rule-day in which to answer said bill of complaint.

(Signed) JOHN F. DILLON,
Judge.

249 Afterwards, to wit, on the 4th day of January, 1875, said respondents, by its said attorneys, filed in said clerk's office its motion to produce original instruments in said cause, which said motion is in words and figures following, to wit:

250 *Motion.*

In the cir. c't of U. S. for dist. of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF New York, (trustee,)
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Now comes def't and moves the court for an order on plaintiff to produce for inspection the original mortgages and bonds declared on in the bill of complaint, and that defendant be not required to answer till reasonable opportunity has been given to examine said instrument. For cause assigning the annexed affidavit.

Affidavit.

STATE OF IOWA,
Polk County, *ss:*

I, I. M. Cate, on oath say I am and have been since about Ap'l 1, 1873, the president of the Central Railroad of Iowa; that prior to that time, 1873, I was neither president nor officer of said def't.

I further say that I have never seen or examined the original of the first mortgage & bonds declared on, nor do I know that the in-
251 struments possessed by the plaintiffs are the originals or are genuine.

I further say that the def't aforesaid is unable to admit or deny the genuineness of signatures unless reasonable opportunity is given for inspection of the same. Def't therefore craves oyer of the originals, & that it be not required to answer the amended bill prior to production by pl'ff's & inspection by defendant.

(S'g'd) ISAAC M. CATE.

Subscribed & sworn to in my presence & before me by I. M. Cate this day of October, 1874.

See my hand and seal. Official.

[SEAL.] GEORGE B. CORKHILL,
Clerk U. S. C. C't Dist. Iowa.

(Endorsed:) Cha's Alexander et al., vs. The Central R. R. of Iowa et al. Motion by C. R. R. of Iowa, defendant.

Affidavit.

STATE OF IOWA,
Marshall County, ss:

I, D. N. Pickering, on oath say I am provisional receiver and general superintendant of the def't, & there is no officer of the def't in the 252 State of Iowa as well cognizant of the facts herein deposed to as myself.

I further say I have personally examined the records of Marshall County, and find therein recorded on pages 171 of book 35 of mortgages that which purports to be a record of a "first mortgage on the Central Railroad of Iowa."

I find in said records exemplified that a portion of the property of the defendant, to wit: (See following extract.)

"Bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road bead, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends, any holder of this bond may after five years have the same converted into the capital stock of said railroad company and be entitled to receive therefor 253 ten shares of said capital stock on the surrender of this bond with all the unpaid coupons thereto annexed. This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan & Trust Company.

"The interlineation at the head of page was by mistake left out in recording the same and added above immediately afterwards, Sept. 14, 1869.

(S'g'd) "F. M. THOMAS,
"*Recorder Marshall Co., Iowa.*"

Has been interlined or added to said record by writing the same on the margin in the words above.

I further say that the appearance of said record has created a distrust in my mind; that the same may have been added to the original and subsequently recorded without due authority from the defendant; that upon enquiry I ascertain the party entering the same (the recorder, Frank Thomas) is now deceased, and that the best information 254 available concerning the right or wrong of above interpolation would seem to be an examination of the original instrument.

Affiant also avers that all of the bonds referred to in the bill of complaint were issued under a former administration, and neither this affiant nor any officer now acting as such were participants in the issuance of the same as is believed.

Affiant says that until an inspection of the bonds & the numbers thereof and ascertainment of these issued and what particular bondholder owns the same the defendant cannot properly admit or deny the indebtedness described in complaint nor particularize what portion of the same are not genuine if any.

Affiant avers this affidavit is made (as advised by counsel) from the exigency & not for frivolity or delay.

(S'g'd) D. N. PICKERING.

Subscribed in my presence and sworn to before me by D. N. Pickering this 30th day of Dec., 1874.

Witness my hand & seal official.

[SEAL.] H. E. J. BOARDMAN,
Notary Public, Marshall Co., Iowa.

255 (Endorsed:) The Farmers' Loan and Trust Company vs. The Cen'l R. R. of Iowa. Mo. to produce original instruments. Original. Filed Jan. 4, 1875. George B. Corkhill, clerk.

256 On the same day, to wit, Jan'y 4, '75, said respondents, by their said attorneys, filed in said clerk' office their demurrer to complainant's bill, which said demurrer is in the words and figures following, to wit:

257 *Demurrer.*

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF
New York (trustee),
vs.
THE CEN'L R. R. COMPANY OF IOWA,

Now comes the def't, the Cen'l R. R. Co. of Iowa, & demurs to the bill of complaint.

The said bill of complaint & the facts therein stated do not entitle the plaintiff to the relief demanded.

(S'g'd) BROWN & SEARS,
(") SHIRAS, VAN DUZEE & HENDERSON,
(") BOARDMAN & WILLIAMS,
Counsel for Defendant.

STATE OF IOWA,
Marshall Co:

I, H. E. J. Boardman, one of counsel for def't, do hereby certify 258 that in my opinion the above demurrer is well founded in point of law, and is not interposed for vexation or delay. Dated Jan'y 1, A. D. 1875.

(S'g'd) H. E. J. BOARDMAN,
One of Counsel for Defendant.

The said demurrer is filed subject to motion to produce original instruments & to avoid unnecessary delay.

(S'g'd) BOARDMAN & WILLIAMS,
Counsel for Def't.

Affidavit.

STATE OF IOWA,
Marshall Co., ss:

I, D. N. Pickering, on oath say that I am provisional receiver & general superintendent of the defendant; that there is no other officer of the defendant in the State of Iowa having equal knowledge & competency to myself in regard of the affairs of defendant. I also say that the above & foregoing demurrer is not, to the best of my knowledge, interposed for delay, but is well founded in point of law.

(S'g'd) D. N. PICKERING.

Subscribed in my presence & sworn to before me by D. N. Pickering this 30th day of Dec., A. D. 1874.

Witness my hand & seal official.

[SEAL.] (S'g'd) H. E. J. BOARDMAN,
Notary Public, Marshall Co., Iowa.

259 (Endorsed:) The Farmers' Loan & Trust Co. of New York vs. The Central R. R. of Iowa. Demurrer. Original. Filed Jan. 4, 1875. George B. Corkhill, clerk.

260 On the same day said respondents, by their said attorneys, filed in said clerk's office a motion to strike , a true copy of which is as follows:

261 *Motion.*

In cir. c't of U. S. for dist. of Iowa.

THE FARMERS' LOAN & TRUST CO. OF NEW York (trustee),
vs.
THE CENTRAL RAILROAD OF IOWA.

Comes now def't & moves to strike the pretended verification from the bill of complaint, 1st, for that the said verification is not attested by any person authorized to administer an oath.

(S'g'd) SHIRAS, VAN DUZEE & HENDERSON,
(") BROWN & SEARS,
(") BOARDMAN & WILLIAMS,
For Deft.

(Endorsed:) The Farmers' Loan & Trust Co. vs. The Cent. R. R. of Iowa. Motion to strike the verification. Original. Filed Jan. 4, 1875. George B. Corkhill, clerk.

262 Afterwards, to wit, on the 7th day of January, 1875, the*ir* appears in the records of the proceedings of said court the following entry, to wit:

263 United States circuit court, district of Iowa, at chambers, January 7, 1875.

THE FARMERS' LOAN AND TRUST COMPANY, trustee, et al.,
vs.
THE CENTRAL R. R. OF IOWA ET AL.

Bill in equity in circuit court of the U. S. for the district of Iowa.

This day this cause came on for hearing before the circuit judge at chambers, on application on part of plaintiffs for a receiver, as prayed for in the bill of complaint; and the application having been presented by attorneys for plaintiffs and resisted by attorneys for defendants, 264 and the judge being advised in the premises, it is ordered that this application for a receiver be, and the same is, granted, and D. N. Pickering, heretofore appointed provisional receiver, is hereby continued and appointed receiver, with full powers appertaining thereto, to hold said appointment subject to the further order of this court or the judge thereof.

It is further ordered that said receiver be, and he is hereby, required to give bonds in the penal sum of fifty thousand dollars, subject to the approval of the judge of said court within fifteen (15) days from this date, conditioned for the faithful performance of his duties, and
265 that he will make full account, settlement, and payment of the moneys received while provisional receiver, and the salary of said receiver is fixed, from this date and until the next term or further order, at the rate of five thousand dollars per annum, which shall include his total compensation for all services of whatever character and in whatever capacity.

It is further ordered that said receiver take full charge of all the property, income, profits, earnings, and receipts of said Central Railroad Company of Iowa, and that the said receiver pay out of the income, receipts, and earnings of the road no debts or expenses of any
266 kind without special order, of which plaintiff shall have notice, except such as shall become due, belong to, and come within the category and character of operating-expenses of the said road, and that no operating-expenses made prior to the 1st day of December last shall in any event be paid except by such special order.

And it is further ordered that said receiver make and file a full written report with the clerk of this court on the twentieth (20) day of each month, setting forth all receipts and disbursements for the preceding month and furnish a copy thereof to one of the attorneys of plaintiff.

It is further ordered that Hiram Price be, and he is hereby,
267 appointed special commissioner to examine into and report on the statements of amount now made and filed by said receiver while acting as provisional receiver, and inquire into the management and operation of the road of the company and the administration thereof, and report whether the same are properly and economically conducted, and make any suggestion and recommendation to the court that will tend to such economical conduct of the road.

Said special commissioner shall report also whether there are any unnecessary employees or officers of the company, and whether the
268 compensation thereof as now paid is reasonable, and what is a reasonable compensation for said employees, and the said receiver is authorized, without any special order, to apply any surplus earnings, after paying current operating expenses, to the payment of arrearages due on the pay rolls of operatives prior to the first day of December last, and pay acceptances now outstanding for actual operating expenses when due.

(S'g'd) JOHN F. DILLON, *Judge.*

269 Afterwards, to wit, on the 21st day of January, 1875, there appears in the records of the proceedings of said court in said cause the following entry, to wit:

270 United States circuit court, district of Iowa. October term, 1875.
Jan'y 21st, 1875.

FARMERS' LOAN & TRUST CO.
vs.
CENTRAL RAILROAD OF IOWA.

At chambers, Davenport, Iowa.

Authority is hereby given to the receiver to adjust operating balances with other railroad companies. Let clerk enter above.

(S'g'd) JOHN F. DILLON, *Judge.*

271 Afterwards, to wit, on the 25th day of January, 1875, D. N. Pickering, receiver, filed in said clerk's office his official bond in said cause, which said bond is in the words and figures following, to wit:

272 *Bond.*

In the cr. c't of U. S. for district of Iowa.

THE FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

Know all men by these presents that we, the undersigned, D. N. Pickering, as principal, and H. E. J. Boardman, George Glick, T. Brown, and B. T. Frederick, as sureties, are firmly held and bound to the Farmers' Loan and Trust Co. of New York City (trustee), in the penal sum of fifty thousand dollars ($50,000.00), well and truly to be paid, and to this we hereby bind ourselves, heirs, executors, and legal representatives, on condition:

Whereas in the above-entitled cause in the circuit court of the
273 United States, the said court did on the 7th day of January, 1875,
in chambers, by Hon. John F. Dillon, judge, make and constitute said D. N. Pickering receiver of the Central Railroad of Iowa, upon the conditions and with the duties and responsibilities more particularly shown in said order of appointment:

Now, therefore, if the said D. N. Pickering shall well and truly perform all the duties and obligations prescribed by law and said order, and shall make a full account, settlement, and payment of the monies received heretofore while provisional receiver of the defendant, and shall take full charge of all the property, income, profits, earnings, and receipts of said defendant, and shall properly account for and disburse the same in accordance with the said order of said court, and shall at all times well and truly perform said order and any other order of said
court, and will and shall faithfully discharge his trust in every
274 particular, and shall at all times render a true account of his said
office and doings therein to the proper authority, when required thereby, or by law, and promptly account for all money and balances & property, money, books, papers, and securities appertaining to his said office, and deliver them to his successor or person authorized to receive the same, and will faithfully and impartially, without fear, favor, fraud, or oppression discharge all duties now or hereafter required of him by law or competent authority, then this bond to be void; otherwise, in full force.

Witness our hands this 11th day of January, A. D. 1875.

(S'g'd)
D. N. PICKERING, *Principal.*
H. E. J. BOARDMAN, *Surety.*
GEO. GLICK, *Surety.*
T. BROWN, *Surety.*
B. T. FREDERICK, *Surety.*

275 STATE OF IOWA,
Marshall Co., ss:

We, the undersigned, H. E. J. Boardman, Geo. Glick, Timothy Brown, and B. T. Frederick, and each of us (each for ourselves), on oath say, that we are residents of the said Marshall Co., and free-holders.

We also say and depose (each for ourselves) that we are worth and have in our own name and right in real estate, clear of encumbrance, in the State of Iowa, over and above all liabilities of every name and nature (not exempt from execution), property of the value of twenty-five ($25,000.00) thousand dollars, and we (each for ourselves) depose and say we are worth said amount of twenty-five (25) thousand doll's, over and above all liabilities, obligations, bonds, and contingent indebtedness, in property not exempt from execution, according to ordinary appraisement.

276 Witness our hands this 11th day January, 1875.

(S'g'd) H. E. J. BOARDMAN.
(") T. BROWN.
(") GEO. GLICK.
(") B. T. FREDERICK.

Subscribed in my presence and sworn to before me by H. E. J. Boardman, T. Brown, Geo. Glick, and B. T. Frederick, this 20 day of Jan'y, 1875.

Witness my hand and seal official the date last above written.

[SEAL.] (S'g'd) E. R. JONES, *Clerk.*

Certificate.

STATE OF IOWA,
Marshall County, ss:

CLERK'S OFFICE, DISTRICT COURT.

I, E. R. Jones, clerk of said court, do hereby certify that I have inspected the signatures of H. E. J. Boardman, Geo. Glick, T. Brown, and B. T. Frederick, to the foregoing "receiver's bond," and the same are genuine. I furthermore certify that I am acquainted with said 277 sureties, and have no doubt that they are each worth the sum of twenty-five thousand dollars in real estate unencumbered in their own name, not exempt, over and above all liabilities of every name and nature, as they represent.

In testimony of which I he*ar* and now set my hand and official seal this 16th day of Jan'y, 1875.

[SEAL.] (S'g'd) E. R. JONES,
Clerk of Dist. Court of Marshall Co., Iowa.

(Endorsed:) The Farmers' Loan and Trust Company vs. The Central R. Road of Iowa. Receiver's bond.

The within bond approved and the clerk ordered to file it and spread it at large on the record, Jan'y 21, 1875.

JOHN F. DILLON,
Judge.

Filed Jan. 25, 1875.

GEORGE B. CORKHILL, *Clerk.*

(Clerk acknowledge' receipt to me.)

278 And afterwards, to wit, on the 30th day of January, A. D. 1875, said complainant, by its said attorneys, filed in said clerk's office amendments to its bill of complaint, which said amendments are in the words and figures following, to wit:

279 Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.

Now comes the Farmers' Loan and Trust Company, and strikes out of their bill the following sections or paragraphs thereof, to wit: No's 27, 28, 29, 30, 37, 38, 39, 43, and 44, and out of paragraph 45 the words "reckless and extravagant."

(S'g'd) GRANT AND SMITH,
Att'ys for Pl'ff.

(Endorsed:) In U. S. cir't c't for district of Iowa. The Farmers' Loan and Trust Company vs. The Central Railroad Company of Iowa. Copy. Amendment to bill. Filed Jan. 30, 1875. George B. Corkhill, clerk. Grant and Smith, for pl'ff.

280 Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Now comes the plaintiff and amends his petition, and makes the following persons defendants, to wit:

H. J. Boardman, a citizen of Massachusetts; Isaac M. Cate, a citizen of Massachusetts; Horace Abbott, a citizen of Maryland; M. M. S't John, a citizen of Iowa; Le Grand Quar'y Co., a citizen ot Iowa; Ole Oleson, a citizen of Iowa; W. H. Moore, a citizen of Iowa; C. M. Stewart, a citizen of Iowa; John S. Gilman, a citizen of Maryland; Theron Finch, a citizen of Iowa; Lush Carton & Co., citizens of Iowa; Hugh Thorton, a citizen of Iowa; Alfred Edson, a citizen of Iowa.

And the plaintiff says that said parties hold judgments in the
281 courts of Iowa, subsequent to and with knowledge of said mortgages, or some of them, and many claim the right to redeem the same, and the plaintiffs pray that they may be decreed to redeem said mortgages, or their right thereto forever barred and foreclose, closed, and for such other relief as the plaintif's case may require.

(S'g'd) GRANT AND SMITH,
For Pl't'ffs.

(Endorsed:) United States circuit court for the district of Iowa. The Farmers' Loan and Trust Company vs. The Central Railroad Company of Iowa. Amendment to bill. Filed Jan. 30, 1875. George B. Corkhill, clerk. Grant and Smith, for pl'ff.

282 Afterwards, to wit, on the 1st day of February, the same being at the February rules, 1875, then appears in the records of the proceedings of said court in said cause the following entry, to wit:

283 United States circuit court, district of Iowa. February rule day Monday, February 1st, A. D. 1875.

FARMERS' LOAN & TRUST CO.
vs.
THE IOWA CENTRAL R. R. CO. OF IOWA et al.
No. 501 Eq. Order for 1st Monday in Feb'y.

The defendant being ordered to answer, and having failed to do so, the plaintiff asks decree by default. The defendant having filed a demurrer instead of answer without leave, the plaintiff without waiving his right to an answer and default thereon, moves to strike said demurrer from the files, and if that motion is not in order or overruled, without waiving his right to answer, and default, sets down demurrer for hearing according to rule.

(Signed) GRANT AND SMITH,
For Plf.

Attest.

GEORGE B. CORKHILL,
Clerk.

284 Afterwards, to wit, on the first day of March, 1875, J. M. Cate and others, by their attorneys, Mess. Seevers & Cutts, file their appearance herein, a true copy of which is as follows, to wit:

285 In circuit court of U. S.

STATE OF IOWA:
THE FARMERS' LOAN AND TRUST CO.
vs.
THE CENTRAL R. R. CO. ET AL.

Now comes Seevers and Cutts, and enter their appearance in the above entitled case for J. M. Cate, J. S. Gilman and Horace Abbott.

(S'g'd) SEEVERS AND CUTTS.

(Endorsed:) 501. F. L. and T. Co. v. Cent. R. R. Filed Mar. 1, 1875. George B. Corkhill, clerk.

286 United States circuit court, district of Iowa, March 2, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL R. R. COMPANY ET AL.

This cause coming up before Hon. John F. Dillon, judge U. S. circuit court, at chambers, on March rule day, upon demurrer interposed by def't to bill filed, and the parties appearing by counsel, and the court being advised in the premises, overrules the demurrer, with leave to def't to present the question by plea or answer, the same to be filed by the April rule day.

(Signed) JOHN F. DILLON, *Judge.*

287 On the 3rd day of February, 1875, there was issued from the clerk's office in said court a subpœna in chancery against H. J. Boardman et al., which said subpœna is in words and figures following, to wit:

288 *Subpœna in chancery.*

UNITED STATES OF AMERICA,
District of Iowa, ss:

The President of the United States to H. J. Boardman, M. M. S't John, Le Grand Quarry Company, Lusch Carton and Co., Hugh Thornton, Ole Oleson, W. H. Moore, C. M. Stewart:

We command you and each of you that you appear before the judge of the circuit court of the United States for the district of Iowa, at Des Moines, on the first Monday of April, it being the 5th day of April next (A. D. 187), to answer to the bill of complaint of Farmers' Loan and Trust Company of New York, filed in the office of the clerk of said court, and then and there to receive and abide by such judgment and decree as shall then and thereafter be made, upon pain of judgment being pronounced against you by default.

To the marshal of the district of Iowa, returnable to the April rule day, it being Monday, the 5th day of April, A. D. 1875.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the U. S., at Des Moines, this the 3rd day of February, A. D. 1875, and of the Independence the 99th year.

[L. S.] (S'g'd) GEORGE B. CORKHILL,
Clerk U. S. C. C., District of Iowa.

MEMORANDUM.—The within-named defendants are notified that unless they enter their appearance in the clerk's office of said court, at Des Moines aforesaid, on or before the day to which the above writ is returnable, as above stated, the complaint will be taken against them as confessed, and a decree entered thereon accordingly.

[L. S.] (S'g'd) GEORGE B. CORKHILL.
Clerk U. S. C. C., District of Iowa.

289 Afterwards, to wit, on the 18th day of March, 1875, said summons was returned into the clerk's office and filed with return of service thereon, a copy of which is as follows, to wit:

290 I hereby appoint Geo. S. Hickox a special deputy to serve this writ.

(S'g'd) PETER MELENDY,
U. S. Marshall.
E.

This writ came into my hands for service on the 13th day of February, A. D. 1875, and I now return the same not served, none of the parties herein being found by me in my county.

J. W. FETHERINGTON,
Special Deputy.

(Indorsed:) 111, 106. No. 501. Subpœna in chancery. Circuit court of the United States, district of Iowa. Farmers' Loan and Trust Company vs. Cent. R. R. of Iowa et al. Returnable to rule day, first Monday in March, A. D. 1875. Corkhill, clerk. Filed Mar. 18th, A. D. 1875. George B. Corkhill, clerk. Grant & Smith, comp't's sol.

291 This (annexed) writ came into my hands for service March 11th, 1875, and I served the same March 12th, 1875, on Hugh Thornton, in Marshall Township, Marshall Co., Iowa, by reading same to him and giving to him a true copy of same, and on same day I served Le Grand Quar'y Co. by reading same to H. J. Howe, agent of said company, in Marshalltown, and giving to him a true copy thereof.

I also, on the 13th day of March, 1875, served Lush Carton and Co., personally, by reading same to John A. Carton (one of the members of said firm) and giving to him a true copy thereof, in Ackley, 292 Hardin Co., Iowa.

M. M. S't John, H. J. Boardman, Ole Oleson, W. H. Moore, and C. M. Stewart not found by me in the State of Iowa.

(S'g'd) PETER MELENDY,
U. S. Marshall.
By GEO. S. HICKOX,
Special Deputy.

Fees: Ser., 6.00; copies, 3.00; mileage, 12.50—21.50.

293 Afterwards, to wit, on the 25th day of March, 1875, said respondent, by its said attorneys, filed in said clerk's office, its answer in said cause, which said answer is in words and figures following, to wit:

294 *Answer of def't, C. R. R. of Iowa.*

In circuit court of U. S., district of Iowa, May term, 1875.

THE FARMERS' LOAN AND TRUST COMPANY OF New York, trustee,
vs.
THE CENTRAL R. R. OF IOWA ET AL.

1st. And now comes the defendant, the Central Railroad of Iowa, and not waiving any of the many manifest imperfections of the bill of complaint, answering, says:

2. That in regard to the allegations of the first and second paragraphs of said bill, and whether the plaintiffs are citizens of the States of which they allege they are citizens, and whether this def't hath at any time executed in a lawful and authorized manner $3,776,000 *doll's* of 1st-mortgage bonds, or any other sum in manner and form as alleged, this def't has no knowledge or information sufficient to form a belief, and therefore denies the same. 295

3. And in regard of the allegations of the 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, and 15th paragraphs of said bill, and whether or not the def't executed unto the alleged trustees a certain mortgage or deed of trust, as in said 3d paragraph stated, and whether or not said alleged mortgage was duly recorded, as in said 4th paragraph alleged; and whether or not a large number or any of said 1st-mortgage bonds were sold to plaintiffs or other persons, and whether or not any interest coupons of said 1st-mortgage bonds were paid, as alleged in the 6th par. of said bill; and whether or not the holders and owners of coupons of said 1st-mortgage bonds presented the same, and the coupons of the same, and were refused, as alleged in the 7th paragraph; and whether or not the plaintiffs are owners of the 1st-mortgage bonds and the coupons thereof, as alleged in 8th section of said bill; and whether or not the def't, the C. R. R. of Iowa, executed second-mortgage bonds, 296 as averred in the 9th paragraph, or secured them, as in the 10th paragraph, or sold, as in the 11th paragraph, or recorded, as in said 11th paragraph; or whether the coupons thereof became due, and are unpaid, as in 12th paragraph alleged, and whether def't executed any third-mortgage bonds, as in 13th paragraph stated, or secured the same, as in 14th paragraph averred, or hypothecated the same, as in 15th paragraph alleged, this def't has only presumptive evidence, and by advice of counsel concludes and avers it has no sufficient legal knowledge or information, and therefore requires proof of the same and denies the same.

6th. And of and concerning the 16th paragraph of said bill this def't denies that J. M. Cate has been director since January, 1873, and president since April, 1873.

7th. And of and concerning the 17th, 18, and 19th sections of said bill, this def't admits the same, except this def't denies that directors Fahenstock and Taintor have or hold any of the floating indebtedness of this railroad co.

297 8th. And of and concerning the 20th section of said bill, def't admits that D. N. Pickering has been gen'l sup't, as stated, and admit that the treasurer had given no bond at the date of the filing of the petition in this cause, and admit no order as to the bond had been at that date made by the board of directors as prescribed by the by-laws; but def't avers that the same was an oversight, that no prejudice or damage has occurred thereby; that immediately on the knowledge of this inadvertance def't caused sufficient bonds to be given by all those having any custody or control of the funds of def't, with good and sufficient sureties to the same said bonds.

9th. Def't admits that the nominal treasurer of def't has been absent in New York, as in said 21st par. alleged; but in explanation thereof def't avers that New York is the place of residence of the treasurer,
and it has been regarded by the directors for the best interests
298 of the company that the treasurer should reside in and hold his
office at one of the principal eastern cities.

10th. Def't admits that the business of the company pertaining to its finances in Iowa have been supervised by D. N. Pickering, the general superintendent, who is also assistant treasurer, and has now given bonds as such; that the directors of the company, having great confidence in his management, integrity, and care, and from the necessities of the case desired and expected that he would supervise, and regard that his action in that respect has conduced to the general welfare.

11th. Def't denies that said Pickering or subordinates have in any manner been derelect in the matter of reporting the receipts and expenditures to the treasurer or any other superior officer.

12th. Def't admits issuance of the circular of June 10, 1873, with the
proposals and specifications alleged, and that it was intended as
299 information to the bonddolders and a recommendation of a line
of policy to be persued on their part.

Def't however absolutely denies that the estimated increase of net earnings or any statements of said circular were untrue, and denies that any attempt or intention existed to mislead or induce the bondholders to believe other than the actual facts.

Def't avers that as a comparative statement of the net earnings said circular is unimpeachable and gave to the bondholders such data as the books of the company showed, and which were correct; def't admits that certain relates were not deducted each year from the gross earnings; if such had been deducted the difference between 3 months in each year would have remained substantially the same.

13. Whether the plaintiffs or either of them or any of the bondholders were or were not induced to fund their coupons or whether or not they
at any time were persuaded to believe that said circular was fal-
300 lacious in any of its details, def't has no knowledge or informa-
tion sufficient to form a belief and denies said allegations.

14. As regards the allegation as to the meeting of the bondholders at Boston, def't denies that a large proportion of either first or second mortgage bonds were represented, and denies that great unanimity pre-

vailed in respect to a resolution for foreclosure, and denies that any considerable number have determined to rescind or disaffirm.

15. To the matters of the 31st section, as to any request to the trustees to foreclose or offer of indemnity, and to the matter of the 31st section, whether divers have presented their scrip and coupons, def't responds that it has no knowledge.

16. Def't admits that by the report of its officers the net earnings for 1872 were 140,000.00 and for 1873 were 126,000.00, but def't avers that report for 1872 (140,000.00) was exaggerated and untrue, that when the final rebate had been deducted the net earnings did not
301 exceed the sum of $86,000.00 ($86,000) doll's.

17. Def't farther admits that its affairs are involved, but not hopelessly, and denies its present management is in any way inefficient, and denies it is managed in an expensive and extravagant manner, and denies any useless employees or officers are retained or that any unnecessary or unusual wages or salaries are paid, and denies all charges of wrongful disbursements for rental or purchase of locomotives or material.

18. This def't particularly denies that by reason of any malfeasance or mismanagement the disbursements of 1874 exceeded the earnings.

19. And def't denies that the wooden structures have required only slight repairs, and denies any repairs having been inadequately made.

20. Def't explicitly denies that it has made repeated fraudulent
302 preferences or performed any act which was intended to be or
could be construed as a fraudulent preference, and denies that at any time it has made misapplication of its gross earnings, and denies since April 1st, 1873 (at which time the present executive took charge), the def't has fallen in arrears in the least degree in the payment of its operatives and employees, and denies that any indebtedness on that account is one hundred thousand doll's, and denies any part of said debt to employees runs back to Aug., 1873.

21. And in further response to the bill def't denies that $2,800.00 is an exorbitant rental for locomotives of the character referred to as furnished by Abbott, Kensett, Cate and Gilman, and denies it is equal to 25 per cent. of their cash cost.

22. To the next section def't replies that, and denies that the bondholders are likely to realize any less for their investment under the present than any other management. Def't also denies that any cor-
303 poration anywhere stand ready to lease for a term of years guar-
anteeing 20 to 30 p'r c't. on and above the gross earnings.

23. Your respondent also charges that the complainant (trustee) in violation of the trusts referred in it and in disregard of its acceptance of said trusts, has endorsed with its name and certificate in the manner provided in the trust, deeds, and bonds, and has caused to be sold a much larger number of first and second mortgage bonds than was permissible and lawful under and by virtue of the conditions of the trust, and thus it has occurred that not only $16,000.00 of first mortgage bonds and $4,000.00 of second mortgage bonds per mile, but a much larger amount, to wit, hundreds of thousands of doll's, not less than half a million of doll's of first mortgage bonds, and one hundred thousand doll's of second mortgage bonds have been by it wrongfully negotiated to the prejudice of and without consideration to the def't,
304 which said bonds are now outstanding and are sought to be
collected by the pl't'ff, but said bonds are without authority and void, and def't is not liable thereon.

24. And further answering, def't avers, that the proper parties have

not been made in this action, and are not before the court. That Delano Smith, Edwin Willigood, and John Turner, of Marshalltown, as trustees, hold and have held for many years past a large indebtedness against the def't, some seventy-five thousand dollars, and the same is secured by a lien upon all depot-grounds, buildings, fixtures, and real estate (say 40 acres) at Marshalltown, which said lien is and has been upon record for several years and is paramount to the mortgages declared upon in the complaint.

24½. This respondent also charges that by the terms of the original trust-deeds declared upon in this action it is specially provided that said liens or encumbrances thereby created, can be enforced only
305 upon the express condition antecedent that a majority of the bondholders and a majority of bonds by the holders and owners thereof, express their election and option to the trustee that such foreclosure take place; respondent avers that no election of that kind has occurred, that in fact a majority of the bonds and bondholders do not desire foreclosure and protest against. Wherefore this suit is wrongfully brought, the trustee, plaintiff, has not the capacity nor the right to bring the suit, and the suit ought to abate.

25. In conclusion, your respondent may briefly say, that the management of this def't since Ap'l, 1873, ought not to be confounded with that of prior to that time; respondent admits that preceding to that date the conduct and supervision of the def't may have been exceptionable and may have amenable to some or many of the charges of the petition.

26. But respondent avers, that subsequent to aforesaid date
306 the directory and officers of the def't have made most diligent and unselfish endeavor to advance its interests, and disburse its finances in such a method as would meet the commendation of all concerned.

27. And therefore respondent submits that the foreclosure of the mortgage would only serve to remove the management from those who have early and late made sacrifices in its behalf, and who have reinspired confidence among its patrons and along the line, and consign it to others not acquainted with its interests, unversed in its necessities, and whose efforts in its behalf must for a season, at least, be simply an experiment.

28. Respondent avers that at the time of the filing of the complaint in this cause prospects were never better, nor the income greater, and that in fact any apparent embarrassment or retrograde was more
307 owing to those who have instigated this proceeding than any other party. This respondent unqualifiedly affirms that since April, 1873, the line of the def't has more nearly approximated to the prosperity its situation and business entitles it to than at any time before.

(S'g'd) SHIRAS VAN DUZEE AND HENDERSON,
BROWN AND SEARS,
H. E. J. BOARDMAN,
Att'ys for Respondent.

(Endorsed): The Farmers' Loan & Trust Co., trustee, vs. The C. R. R., of Iowa, et als. In cir. c't of U. States. Answer of C. R. R., of Iowa. Filed March 25, 1875. George B. Corkhill, clerk.

308 Afterwards, to wit, on the 30th day March, 1875, said complainant by its said attorneys filed in said clerk's office its replication in said cause, which said replication is in the words and figures following, to wit:

309 *Replication to answer of Central R. R. Co., of Iowa.*

In the U. S. circuit court for the district of Iowa.

FARMERS' LOAN AND TRUST COMPANY, trustee,
vs.
THE CENTRAL RAILROAD COMPANY, OF Iowa, et al.

The replication of the Farmers' Loan and Trust Company (trustee), complainant, to the answer of the Central Railroad Company, of Iowa, defendant.

This repliant saving and reserving unto itself all and all manner of advantage of exceptions to the manifold insufficiencies of the said answer, for replication thereunto says: That it will aver and proves its said bill to be true, certain, and sufficient in law to be answered unto, and that the said answer of the defendant, the Central Railroad Company, of Iowa, is untrue, uncertain, and insufficient to be replied unto by this repliant. Without this, that any other matter or thing whatso-
310 ever in the said answer contained, material or effectual in law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by its said bill it has already prayed.

(S'g'd) H. B. TURNER AND JAMES GRANT,
Solicitors for Complainant.

JAMES GRANT,
Of Counsel.

(Endorsed:) In U. S. circuit court for the district of Iowa. Farmers' Loan and Trust Company vs. Central Railroad Co., of Iowa. Replication. Filed Mar. 30, 1875. George B. Corkhill, clerk. H. B. Turner and James Grant, for complainants.

311 Afterwards, to wit, on the 14th day of April, 1875, said complainants by its said attorney filed in said clerk's office its motion setting down exceptions to bill of compl't for argument, which said motion is in the words and figures following, to wit:

312 In the circuit court of the United States for the district of Iowa.

FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL RAILROAD COMPANY OF IOWA ET AL.

Now comes the Farmers' Loan and Trust Company, by Grant and Smith, its solicitors, and causes the objection made to the bill of the said Farmers' Loan and Trust Company herein by the said defendant, the Central Railroad Company of Iowa, in the (24th) twenty-fourth paragraph of said defendants' answer for want of necessary parties to said bill to be set down for hearing at the May rule-day of said court.

(S'g'd) FARMERS' LOAN AND TRUST COMPANY,
By GRANT & SMITH,
Its Solicitors.

(Endorsed:) In U. S. circuit c't for the district of Iowa. Farmers' Loan and Trust Company vs. Central Railroad Company of Iowa et al. Filed Apr. 14, 1875. George B. Corkhill, clerk.

313 On the 13th day of May, the same being of the May term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

314 United States circuit court, district of Iowa. May term, 1875.
Thursday, May 13, 1875.

FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL R. R. IOWA.
} No. 501. Eq.

It is ordered that the vouchers of the receiver for rebate of freights and small accounts for lost freight, filed March 7, 1875, be approved and filed.

(S'g'd) JOHN F. DILLON, *Judge.*

315 On the 14th day of May, the same being of the May term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

316 United States circuit court, district of Iowa. May term, 1875.
Friday, May 14, 1875.

FARMERS' LOAN AND TRUST COMPANY, TRUSTEE,
vs.
THE CENTRAL R. R. OF IOWA.
} No. 501. Eq.

Ordered that the Harden and Mahaska Coal Company be permitted to withdraw the motion by it filed in this cause on Thursday, 12th inst., being the fourth day of this term of court.

(Signed) J. M. LOVE.

317 On the 19th day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

318 United States circuit court, district of Iowa. October term, 1875.
Tuesday, Oct. 19, 1875.

FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL R. R. CO. OF IOWA.
} No. 501. Eq.

This cause came on this day, and on application of Parsons and Lewis it was ordered that they have leave to take the affidavits of W'm Loughridge & Rob't Loury on leaving copies.

319 On the 31 day of October, 1874, there was filed in said clerk's office in said cause a motion for leave to pay, which said motion is in the words and figures following, to wit:

320 **United States circuit court, district of Iowa. October term, 1874. Saturday, Oct. 31st, 1874.**

CHARLES ALEXANDER ET AL.
vs. } No. 501. Eq.
THE CENTRAL R. R. CO. OF IOWA.

This cause came on this day for hearing on the application of the defendant for leave to pay a certain judgment against said defendant rendered in the circuit court of Marshall County, Iowa, September 30, 1873, for seventeen hundred ten & $\frac{65}{100}$ dollars, interest and costs, in favor of Lusch & Carton, and the court being fully advised in the
321 premises, sustains said application and orders that said judgment be paid by said defendant out of any funds now in the hands of the receiver appointed herein.

322 In cir. c't U. S. Oct. T., 1874.

STATE OF IOWA,
Marshall Co., ss:

CHA'S ALEXANDER ET ALS.
vs.
THE CENT'L R. R. OF IOWA & FARMERS' L. & Trust Co. of New York City.

To the above plaintiffs & Platt Smith, atterney:

Take notice, on the 26th day of September, A. D. 1874, the def't, the Central Railroad of Iowa, will apply to Judge Jno. F. Dillon by motion, and affidavit annexed, for anorder on def't to pay the judgment of Lusch, Carton & Co. against def't as within described. Said application will be at Davenport, Iowa.

Dated Sept. 12th, 1874.

(S'g'd) BROWN & SEARS, &
H. E. J. BOARDMAN,
Att'y for Def't.

I acknowledge due and legal service of above notice; also motion & affidavit annexed this 15 day of Sept., 1874.

(S'g'd) PLATT SMITH,
Att'y for Pl'ffs.

323 *Motion.*

In cir. c't of U. S., Oct. T., A. D. 1874.

CHA'S ALEXANDER ET ALS.
vs.
CENTRAL R. R. CO. AND FARMERS' LOAN & T. CO.

Now comes the def't the Central Railroad Company of Iowa and prays an order or leave to pay that certain judgment against this def't in favor of Lusch, Carton & Co., of Ackley, dated Sept. 30th, 1873, face seven teen hundred & ten $\frac{65}{100}$ doll's ($1,710.65), 4.00 costs paid, drawing interest at rate of ten p'r c't. per ann. from date, rendered by the circuit court of Marshall Co., Iowa, duly stayed Sep. 30th, '73, by Geo. Glick, pres't of 1st N'l Bank, & D. N. Pickering, sup't of the def't. Expiration of stay Sep. 30, '74. Said judgment is unpaid & justly due. For cause see affidavit.

(S'g'd) BROWN & SEARS and
(") H. E. J. BOARDMAN,
For said Def'ts.

Affidavit.

STATE OF IOWA,
Marshall County, ss:

324 I, D. N. Pickering, on oath, say that I am personally knowing to the judgment above described & the description is correct. I am the gen'l sup't of def't & have been since Jan'y, 1873; that the note on which above judgment was obtained is hereto annexed per copy, marked Exhibit A; that the signature of the def't thereto I know to be in the genuine handwriting of the former president of defendant, C. C. Gilman. I further say that I made enquiry & could not ascertain that there was any defense against said note, but had no funds that could be spared to pay it, nor had the R. R. Co. The def't was obliged to let judgment go, & being destitute, its friends, Geo. Glick & myself, put in our names as stay, in order to prevent damage to the credit of the road by issuance of execution. If the def't is not permitted to pay, the debt will & can be collected of the sureties, & it will be total loss apparently to them, as they are not indebted to the def't, have no security, and are not interested directly or indirectly in the judgment
325 except as sureties as aforesaid. It was the desire of def't to resist the original claim, but no ground of resistance appeared, and so far as I am apprised of the facts it is a just claim.

(S'g'd) D. N. PICKERING.

Subscribed & sworn to in my presence & before me by D. N. Pickering, this 12th day of Sept., 1874.

Witness my hand & seal notarial.

[SEAL.] H. E. J. BOARDMAN,
Notary Public.

EXHIBIT A.

$1,500.00.] MARSHALL, IOWA, *May 4th*, 1872.

One day after date we promise to pay to the order of Carton & Lusch fifteen hundred dollars at banking-house of Carton & Lusch, Ackley, value received, with interest at 10 %.

CENTRAL R. R. CO. OF IOWA,
By C. C. GILMAN, *Pr.*

No. 2309.

(Across the face:)
Satisfied by judg't. Sept. term C. C., 1873.

T. P. MAISH, *Cl'k.*

(Endorsed:) Charles Alexander et als. vs. The Farmers' Loan & Trust Company. Motion for leave to pay. Original. Petition granted & leave to pay this particular judg't as prayed, Oct. 31, '74. Jno. F. Dillon, judge. Filed Oct. 31, 1874. George B. Corkhill, clerk.

326 And on the 1st day of May, 1875, there was filed in said clerk's office a motion for leave to pay Horace Abbott et al. for rent of four engines, which said motion is in the words and figures following, to wit:

327 *Motion.*

In cir't c't of U. S. for Iowa.

THE FARMERS' LOAN AND TRUST CO. OF NEW York City, trustee,
vs.
THE CENTRAL RAILROAD CO. OF IOWA ET ALS.

Now come Horace Abbott, Thomas Kensett, John S. Gilman, and Isaac M. Cate and respectfully represent that they are the owners of four locomotives, Advance, Volunteer, Pickering, and Russell; that we, said parties, paid the Manchester Locomotive Works $13,875.00 each for the first two above named, as will appear by affidavits on file in this cause, and we paid W'm Mason $15,000.00 each for the other two, as will in same manner appear. On the 15th day of Oct., 1873, we leased said locomotives to the Central Railroad of Iowa (def't) at an annual rental of $2,800.00 each, or an aggregate of $11,200.00, payable in
328 equal monthly installments, the said sum being $350.00 less than twenty (20) p'r c't on the total cost, as see copy of lease annexed. The only compensation received by us therefor therein is the sum of $3,500.00 on each engine, although two (2) have been in use by said def't since June 7th, and two (2) since Sept. 30 and Oct. 15th, 1873. We are advised and believe that said locomotives have been in constant use as is customary during that time, that they cannot well be dispensed with, and can hereafter as heretofore be of practical and productive advantage to the def't. According to said lease there is now due as rent the sum of $5,068.58 *doll's*, and same is justly due.

We also represent that in purchasing said engines we were actuated by a sincere desire to benefit the def't and furnish it facilities for improving its condition, at rates less than we were advised were usual in such cases; that we are now and always have been ready and
329 solicitous to give the road the fullest benefit of our purchase consistent with equity.

To remove any doubt that may exist, and to enable def't to avail itself of the purchase, we desire such additional or other terms may be made by this court as may result in the ultimate ownership of the locomotives by def't. To that end we move an order be made that the balance rent due us as above stated, be ordered paid us by the receiver from the earnings of the road; that when the whole sum be reimbursed that we originally paid, with 7 p'r c't interest per annum (including the said $3,500.00 paid on each engine as part), that then the said locomotives be and become the absolute property of def't, and that such sum be ordered paid within twenty-four months.

We also move for such other and further relief as may be consonant with justice.

(S'g'd) H. E. J. BOARDMAN,
Att'y for Mess. Abbott, Kensett, Cate, and Gilman.

Dated Ap. 8th, '75.

330 *Original.*

To Mess. GRANT AND SMITH,
Att'ys for Pl't'ff:

Take notice, on the 3rd day of May, A. D. 1875, at 11 o'cl'k a. m., before Hon. Jno. F. Dillon (judge), in the cause of the Farmers' Loan and Trust Co., pl't'ff, v. Central Railroad Co. of Iowa et als., def'ts, Mess. Horace Abbott, Tho's Kensett, John S. Gilman, and Isaac M. Cate will present to said judge a motion for an order concerning certain four locomotives, a copy of said motion is herewith submitted, and you can resist the same if you desire so to do.

(Signed) H. E. J. BOARDMAN,
Att'y for Abbott et als.

AP. 8, 1875.

We acknowledge due and legal service hereof this 30 day of April, 1875.

(S'g'd) GRANT & SMITH,
Att'ys for Pl't'ff.

331 I, Aretas Blood, of Manchester, New Hampshire, on oath say that I am the manager of the Manchester Locomotive Works; that in the early part of 1873 I built for M'r Isaac M. Cate, of Boston, two 32-ton locomotives, Advance and Volunteer, for the sum of $13,750, with the addition of $125 on each for injectors; that I make no rebate of commission to M'r Cate or any other person on this price for those engines; that the price was as low as I would have built such engines for any other person at that time; that there had been a large and increasing demand for locomotives during that year and for several years previous, which, since the financial panic in the fall of 1873, has largely fallen off, and that the delivery of the same weight and description of locomotive can now be readily contracted for at $9,000 apiece.

(S'g'd) ARETAS BLOOD.

332 THE STATE OF NEW HAMPSHIRE,
Hillsborough, ss:

SEPTEMBER 10, 1874.

Then personally appearing Aretas Blood made solemn oath that the foregoing affidavit by him subscribed is in his belief true.

Before me,
[SEAL.] L. B. CLOUGH,
Notary Public.

STATE OF NEW HAMPSHIRE,
Hillsborough, ss:

I, Roland C. Rowell, clerk of the police court for the city of Manchester, do hereby certify that Lucien B. Clough, esq., before whom the foregoing affidavit were made, and who has hereunto set his name, was at the time of so doing a notary public in and for the county of Hillsborough and said State, duly commissioned and sworn; that all his official acts as such are entitled to full faith and credit, and that his signature thereto is genuine.

333 In testimony whereof I have hereunto signed my name and affixed my official seal, this 10th day of September, 1874.

[SEAL.] (S'g'd) ROLAND C. ROWELL,
Clerk.

I hereby acknowledge receipt of a copy of the within affidavit at Dubuque, Iowa, this 14th day of September, 1874.

(S'g'd) PLATT SMITH,
Att'y for Pl'ffs.

A poor tissue copy.

(Endorsed:) Cha's Alexander et als. vs. Central R. R. of Iowa et al. In cir. c't U. S. Aff. of Aretas Blood.

I, William Mason, of Taunton, Massachusetts, on oath, say: That I
sixty-five (65) years old, and am president of the Mason's Machine
Works, and that I am a builder of locomotive engines, and have been
such for last 22 years; that I built for Isaac M. Cate, of Boston, in the
year 1873, two ten-wheel locomotives, weighing about and not
334 exceeding 35 tons each, for sum of $15,000 each, nett cash, delivered on track at my works, without the allowance of rebate or any commission whatever from that price to any one; that it was the same price I received from the Lehigh Valley R. R. for 6 locomotives of same weight and description which I was at the time building for that road; that they were like unto locomotives built both before and since for said Lehigh Valley R. R.; that, owing to the addition of an extra pair of drivers, and the increased size of cylinder, and the even distribution of their weight over ten instead of eight wheels, gives them more tractive power, makes them steadier on the track, and increases their ability to draw full 50 per cent. over the ordinary 32-ton 16x24 inch cylinder 8-wheel engines; that such engines and similar ones, built by others and myself, are largely in use on the Union and Central Pacific Roads, and on coal roads generally, where great and steady power is
needed in transporting heavy coal or freight trains; that locomo-
335 tives were in great demand in 1873, and very high at the time I
made the contract with M'r Cate; that the demand is now slack,
and I am now building eight such locomotives for the Lehigh Valley R. R. for $11,350 each.

(S'g'd) W'M MASON.

I hereby acknowledge receipt of a copy of the within affidavit at Dubuque, Iowa, this 14th day of September, 1874.

A poor tissue copy.

PLATT SMITH,
For Pl'ff.

STATE OF MASSACHUSETTS,
Suffolk ss:

CITY OF BOSTON, *Sept.* 11, 1874.

Personally appeared before me the within-named W'm Mason, and made oath to the truth of the foregoing statement by him subscribed.

In witness whereof I have hereunto set my hand and seal of office the day and year above written.

[SEAL.] (S'g'd) HENRY D. CLARY,
Notary Public.

(Endorsed:) Cha's Alexander et als. vs. C. R. R. of Iowa et als. Aff. of W'm Mason.

336 MARSHALLTOWN, IOWA,
October 15, 1873.

This certifies that the Central Railroad Company of Iowa have hired of Horace Abbott, John S. Gilman, Thomas Kensett, and Isaac M. Cate four locomotives engines, whereof two 16x24 inch cylinders named Volunteer and Advances were delivered June 7th, 1873; one 17x24 inch cylinder named Pickering was delivered September 30th, 1873, and one 17x24 inch cylinders named Russell was delivered October 15th, 1873, and acknowledged the receipt of the same in good order and condition and complete in every respect. The railroad company agree to pay Messrs Abbott, Gilman, Kensett, and Cate for the use of these engines monthly from the above respective dates of their delivery at the rate of twenty-eight hundred dollars per year for each engine so delivered, and to keep each of them in good order, repair, and condition. The said Abbott, Gilman, Kensett, and Cate may, whenever they please, terminate the lease of these engines and take possession of them, and for this 337 purpose may, by themselves or their agents, enter into and upon the premises of the said railroad company and take and remove said locomotives, using all proper and convenient means therefor, including the use of the railroad itself. Whenever the lease is terminated the said Abbott, Gilman, Kensett, and Cate are entitled to have the said locomotives in perfect order and condition, and receive rent as aforesaid up to the time when they retake them from said railroad company.

(S'g'd) [SEAL.]

THE CENTRAL RAILROAD OF IOWA.
ISAAC M. CATE, *President.*
D. N. PICKERING, *Gen'l Sup't.*
L. G. BALE, *Sec'ty.*

Copy of lease duly recorded.

Statement of amount due Mess'rs Abbott, Kensett, Gilman, and Cate April 1st, 1875, for leased engines, as per their proposition for sale of same to the company.

CR.

Original cost of Advance and Volunteer	$22,950 00
" " " Pickering and Russell	30,000 00
Int. @ 7 % from average date of delivery (Aug. 7th, '73)	6,115 72

338 DR.

To cash rec'd Nov'r 12th, '74	$6,000 00	
" " " Jan'y 5th, '75	8,000 00	
" int. @ 7% to April 1st, '75	295 94	
" balance	44,769 78	
	59,065 72	59,065 72
Amount due April 1st, 1875, as per proposition		$44,769 78

E. and O. E.
APRIL 14TH, 1875.

The Central Railroad Co. of Iowa, in ac. with Abbott, Kensett, Gilman, and Cate.

DR.

April 1st, 1875. For rental of locomotives Advance, Volunteer, Pickering, and Russell, @ $2,800 each per annum, payable monthly, from average date of delivery to above date. (Advance, Volunteer, June 1st, delivered; Pickering, Sept. 30th, and Russell, Oct. 15th, 1873.)

339 Average date of delivery Aug. 7th, 1873, 19 mo. & 24 d's' rent, @ $2,800.00 each per an'm	$18,455 91
Interest @ 6% per annum to above date	866 34
	19,322 25

CONTRA.

1874.			
Nov. 12th.	By cash	$6,000 00	
1875.			
Jan'y 5th.	" "	1,000 00	
Apr. 1st.	" int. on same to date	253 67	
By balance		5,068 58	
			19,322 25
To balance due April 1st, 1875			5,068 58

E. and O. E.
APRIL 14, 1875.

(Endorsed:) 501. The Farmers' Loan & Trust Co. v. The Central R. R. of Iowa et als. In cir. c't U. S. In re Horace Abbott and Locomotives. Original. Filed May 1, 1875. George B. Corkhill, clerk.

3 Afterwards, to wit, on the 21st day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause, the following entry, to wit:

341 United States circuit court, district of Iowa. October term, 1875.
Thursday, October 21st, 1875.

FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, "Horace Abbott, Thomas Kensett, John S. Gilman, and Isaac M. Cate, petitioners and interpleaders." } No. 501. Eq.

It is ordered herein that the balance due the above petitioners for four locomotive engines mentioned in their petition, to wit, forty-four thousand seven hundred and sixty-nine dollars and 78 cents, as principal, with the interest thereon at seven per cent. per annum, from April 1st, 1875, be paid by the receiver to said petitioners from time to
342 time as the earnings of the road and the condition of the funds in his hands will in this judgment warrant.

(S'g'd) JOHN F. DILLON, *Judge.*

343 On the 25th day of May, 1875, there was filed in said clerk's office the petition of D. N. Pickering, receiver, for the removal of the car-shops from Eldora to Marshalltown, Iowa. A true copy of which is as follows, to wit:

344 **EXHIBITS A & B.**

(See within.)

In the supreme court of Iowa, December term, A. D. 1873.

ISAAC S. BRITTON ET AL., APPELLANTS,
v.
THE TOWNSHIP OF MARSHALL ET AL., APPELLEE.

And

O. T. CRONKLETON ET AL., APPELLANT,
v.
SAME DEFENDANTS, APPELLEE.

Bill, answer, & exhibits, with abstract of testimony, etc.
Appeal from Marshall County district court.
Appeal taken and notice served May 23rd, 1873.

STATE OF IOWA,
Marshall County:

To the district court for said county, September term, 1872.

345 **EXHIBIT B.**

Petition in equity.

ISAAC S. BRITTON, JAMES W. HAMBELL, AND W. K. Smith, for themselves and others to be named,
vs.
THE TOWNSHIP OF MARSHALL, IN MARSHALL County, Iowa, Central Railroad Co. of Iowa, and H. A. Gerhart, treasurer of said Marshall County.

The plaintiffs in the above-entitled cause respectfully represent to the court:

1st. That the plaintiffs and many other persons too numerous to be mentioned, as parties plaintiff in this proceeding, all being retidents and owning property subject to taxation within the township of Marshall aforesaid, were on the eighth day of December, 1868, and still are owners of property subject to taxation in said township.

346 2d. That the defendant, the Central Railroad of Iowa, is a body corporate existing under and by virtue of the laws of the State of Iowa, and that the defendant, H. A. Gerhart, is treasurer of said county of Marshall.

3d. That at a pretended special election held in said township of

Marshall, on the 8th day of December, 1868, in pursuance of a notice given by the trustees of said township for the purpose of determining the question of taxation or no taxation in respect to aiding said Central Railroad Co. of Iowa in the construction of a railroad then in process of being built by said company, a majority of the votes cast in said township were in favor of a 5 per cent. tax to aid said company
347 in the construction of their said road; that the result of said vote
was duly certified by the clerk of said township, to the proper officers of said county, for the purpose of having a tax levied and collected in pursuance of said vote as required by law, all of which will now fully appear by reference to the records of said county, to which plaintiffs refer for greater certainty.

4th. That afterwards, to wit, on the 1st day of June, 1871, another pretended election was held in said township in pursuance of a notice given by the board of trustees of said township for the pretended purpose of determining again the question of "taxation or no taxation" in respect to aiding said R. R. Co. in constructing their said Central R. R. of Iowa, at which election a majority of the votes cast was in
348 favor of a 5 per cent. tax on the taxable property of said town-
ship to aid said company in construction of their said road; that the result of said vote was certified to by the clerk of said township to the proper officers of said county, and in pursuance thereof a 5 per cent. tax was levied on the taxable property of said township by the board of supervisors of said county, for the pretended purpose of aiding said company in the construction of their said R. R.; that said taxes so levied as aforesaid, were entered on the tax list of said township of Marshall, and that the defendant, H. A. Gerhart, treasurer, &c., has already collected a part of the taxes so levied as aforesaid, and will proceed to collect the remainder thereof unless he is restrained
349 from so doing.

5th. And the plaintiffs aver that said election and the taxes voted thereat and the levy of said taxes, and all proceedings heretofore had in relation thereto, are wholly illegal, fraudulent, & void, for the following reasons:

1st. Said township had no authority in law, after voting a five per cent. tax on the 8th day of December, 1868, to aid said company in the construction of their said road as aforesaid, to vote another five per cent. tax on the 1st day of June 1871.

2d. That previous to the pretended special election no petition was presented to the trustees of said township of Marshall, signed by one-third of the resident tax-payers of said township, asking that the
350 question of aiding the said company in the construction of their
said railroad to be submitted to the voters of said township as provided for by law.

3d. That the trustees of said township had no authority in law to submit said question of taxation to a vote on the 1st day of June, 1871.

4th. That at said pretended election on the 1st of June, 1871, the trustees of said township refused to allow a large number of voters in said township to vote on said question at said election, as plaintiffs are informed and believe and so charge the fact to be.

5th. Plaintiffs further aver and so charge the fact to be, that the real question in fact submitted at said special election on the 1st day of June, 1871, was for the purpose of voting a five per cent. tax to
351 aid said railroad company in building machine-shops, foundry,
blacksmith-shop, locomotive-repair shops, and round house, and paying for forty acres of land to locate the same on, and not to aid in

the construction of said compan*ies* said railroad, as shown by the terms and conditions of a contract between said railroad company and township trustees of said township of Marshall, a copy of which contract is hereto attached and made a part of this bill, marked "Exhibit A."

6th. Plaintiffs further aver that the electors who voted at said election on the 1st day of June, 1871, voted for or against a five per cent. tax to aid in the construction of said buildings and the purchase of land, as provided for in said Exhibit A, that the trustees of said township submitted
352 a question to the electors of said township on the 1st day of
June, 1871, for a five per cent. tax as aforesaid, under and by the virtue of and for the purposes specified in said contract marked "Exhibit A," and that all persons signing a petition to said trustees to submit said question of taxation as well as the electors who voted at said election, signed such petition and voted at said election with the distinct understanding and assurance and agreement by said trustees and the officers and agents of said R. R. Co. that the money raised by such tax was to be paid over to said R. R. company and expended for the purposes specified in said "Exhibit A."

7th. Plaintiffs further state and aver that said R. R. Co. had long before said 1st day of June, 1871, built. constructed and completed their
353 said R. R., known as Central R. R. of Iowa, through said Marshall County, and was then running and operating their said R. R. through said county with trains of cars, the same having been completed, running and operating long before said vote.

8th. Petitioners further aver and so charge the fact to be, that the officers and agents of said R. R. Co., together with the trustees of said township, prior to said election on the 1st day of June, 1871, fraudulently intending to deceive and defraud the voters and tax-payers of said township, and with intent to evade the law authorizing townships to vote a tax, gave notice that said election and vote was for the purpose of aiding in the construction of said R. R., at the same time at and be-
354 fore said election representing and assuring said electors that
they were voting for or against a tax to aid in the construction of the buildings and purchasing grounds as provided for in said "Exhibit A."

All of which actings and doings of said trustees and officers and agents of said R. R. Co. were illegal, fraudulent and void.

9th. Plaintiffs further aver that one C. C. Gilman, who claims to be chief engineer of said R. R. Co., has filed two sworn statements of what work has been done by said R. R. Co., by reason of which said R. R. Co. claims the taxes so voted on the 1st day of June, 1871, and levied as aforesaid, upon the filing of which sworn statements of said Gilman together with the certificate of said Gilman as president & general superintendent of said R. R. Co., the township trustees of said Marshall
355 township have certified and ordered defendant, H. A. Gerhart,
treasurer of said county, to pay said R. R. Co. the sum of $45,000 out of the monies collected by reason of the taxes voted and levied on the 1st day of June aforesaid.

Copies of said Gilman's sworn statements and certificate marked Exhibit B, C, and D, also copy of the certificate and order of said trustees, are hereto attached and made a part hereof as Exhibit E.

10th. That the plaintiffs in this action as well on behalf of themselves as on behalf of all others interested with them and not herein named as party say that they have not paid their taxes so levied against them for the purpose hereinbefore mentioned, and that the same now remains unpaid on the tax list of said county, amounting to a large sum of money; that the taxes so levied against them are of different 356 amounts according to the assessed value of their property in said township; that some of the tax-payers of said township have paid the amount levied against them for the purpose aforesaid, to said treasurer, and as petitioners believe the same are still in the hands of said treasurer, except what said treasurer has paid to said company.

11th. Plaintiffs aver that the sworn statements of C. C. Gilman, chief engineer, and certificate of said Gilman as President of said R. R. Co., are insufficient to authorize the trustees of said township to certify and order said treasurer to pay over to said R. R. Co. out of the taxes voted and collected as aforesaid the sum of $45,000 or any other sum, that said sworn statements and certificates of said Gilman as well as the certificates of said trustees to said treasurer, are each without authority of law, illegal, fraudulent and void.

357 12th. Petitioners further state that said treasurer is now about to proceed to collect the taxes levied against petitioners in pursuance of said vote by the sale of property belonging to petitioners to the prejudice of your petitioners.

Wherefore the plaintiffs pray that a writ of injunction may issue herein enjoining and restraining said treasurer from collecting the taxes so voted and levied as aforesaid, and enjoining him from paying out of the county treasury to the said R. R. Co. or to its officers or agents any of the said taxes which have been collected by him, voted as aforesaid, and that upon the final hearing of this petition the said injunction may be made perpetual, and that it may be further ordered and decreed 358 that the said treasurer be required to refund to the tax-payers of the said township all sums which may have been paid by them on account of the tax so levied as aforesaid upon their property, and that the tax so voted and levied as hereinbefore mentioned be declared illegal and void, and that the written agreement between the township trustees and said company, and the sworn statements and certificates of C. C. Gilman, as chief engineer and president of said company and the certificate & order of said trustees to said treasurer, copies of each of which are hereto attached, be each declared illegal, fraudulent, and void, and that plaintiffs have and recover of said defendants their costs in this behalf sustained, and for such other and further relief as shall be agreeable to equity, they will ever pray, etc.

(S'g'd) J. M. PRESTON & SON,
Attorneys for Petitioners.

359 STATE OF IOWA,
Marshall County, ss:

I. S. Britton, one of the petitioners, being duly sworn, says he has heard the foregoing petition read, and knows the contents thereof, and that the matters and things therein contained are true as I verily believe.

(S'g'd) I. S. BRITTON.

Subscribed and sworn to before me and in my presence by the said I. S. Britton, this 30th day of July, A. D. 1872, as witness my hand an' seal notarial.

[L. S.] T. BINFORD,
Notary Public.

And now, on this day, to wit, August 13th, 1872, on reading the foregoing petition, it is ordered that a temporary writ of injunction do issue restraining and enjoining the treasurer of Marshall County from 360 proceeding in any manner to collect the taxes or any portion thereof not heretofore collected, which were voted June 1st, 1871, upon the plaintiffs filing a bond, conditioned according to law, in the sum of three thousand dollars, with sureties to be approved by the clerk.

(S'g'd) W. E. MILLER,
Judge Supreme Court.

361 EXHIBIT A.

C. R. R. of Iowa and citizens of Marshall T'p by t'p of trustees of said t'p. Marshall Co., Iowa.

Contract.

Filed for record Oct. 13, A. D. 1871, at 12 o'clock m.

F. M. THOMAS,
Recorder, Marshall Co., Iowa.

Whereas the completion of the Central R. R. of Iowa (including road-bed, switches, side tracks, turn-tables, station, and round houses, machine and repair shops) is of great public importance, and especially to the tax-payers of Marshall Township.

And, whereas, the location and maintenance in Marshalltown for one
hundred years of the buildings and improvements herein men-
362 tioned will greatly benefit all the citizens and tax-payers of said
township;

And whereas said C. R. R. Co. of Iowa has proposed to locate, erect, and maintain the buildings and improvements, shops, &c., as more especially shown hereafter, provided said township shall vote and pay a five per cent. tax in accordance with the provisions of chap. 102 of the acts of 13th general assembly of Iowa, 1870, and shall also furnish suitable and sufficient grounds as herein set forth:

Now, therefore, this contract between the said R. R. Co. of the first part, and the township trustees of said township, in behalf of themselves and the citizens, voters, and tax-payers of said township, of the second part, witnesseth:

That in consideration of the mutual covenants and stipulations herein contained:

363 First. The first party agrees that it will during the season of 1871 and 1872 expend at least $75,000 in the erection of building round-house, &c., machinery necessary for the operation of its road.

Second. Said first party agrees that Marshalltown shall be the terminus of one division of its road, and that at said point shall be erected and maintained for one hundred years the central and principal machine, repair, and locomotive shops of the company, to wit, one round-house, of brick or stone, of at least eighteen stalls; one foundry; one blacksmith shop; one locomotive repair-shop and its necessary adjuncts, and any other buildings at the discretion of the company.

Third. Before receiving from the party of the second part any
364 portion of the amount paid through the five per cent. tax, the sum
expended in said buildings and machinery shall be to such payment as the agreed expenditure by the first party for 1871 and 1872 is to the amount to be received by the tax, to wit, as seventy-five thousand dollars is to forty-five thousand dollars.

Fourth. Provided, however, that unless the five per cent. tax should be voted and paid, as stipulated herein, and unless at least forty acres of ground selected by said first party shall be furnished free of cost and title perfected as soon as required, and by June 1st, 1871, at all

events, and unless the citizens of Marshalltown and township shall
give such personal guarantee of the prompt payment of the tax or an
amount equivalent thereto at and within such times as the first
365 party may designate, say by the 1st of June 1871, then this contract
shall be null and void.

Fifth. The second party promises that upon the presentation to them of a petition, as by law provided, they will submit at a special election to be at once ordered for that purpose the question of aiding in the completion of said railroad by a tax of five per centum upon the assessed value of the taxable property of said townships, in Marshall, Le Grand, and Greencastle, and not elsewhere, in accordance with said chapter 102.

Sixth. The money to be raised by said tax shall not be paid nor the certificate of the township trustees be given, as provided for in said act, till all the conditions of this contract are performed by the first party in good faith unto the satisfaction of the second party, as far as herein
contemplated.

366 Seventh. If the tax as aforesaid shall exceed the sum of $45,000,
the first party agrees to permit the second party to apply a sum
equivalent to such excess toward the purchase of the ground necessary for the shops and buildings aforesaid till such ground is paid for, and the remainder to be paid to the first, if any remainder there be.

Eighth. If the first party shall neglect to proceed with the erection of said shops and buildings as contemplated before any money is paid over (raised by the tax), then the tax, so far as collected, shall, on the general order of the second party, be refunded to the tax-payers and the uncollected tax be cancelled upon the treasurer's books.

Ninth. The first party binds itself that if within one hundred
367 years it shall remove the permanent location of said shops from
Marshalltown, or shall fail to construct the same as herein agree
then it will forfeit the sum of two hundred thousand dollars to the citizens of said township, from which amount those persons donating grounds shall first be reimbursed the sum so paid by them (over and above their tax), with interest, and the remainder shall fairly be divided by the trustees of said township among the several districts and subdistricts of said township in proportion to the amount of tax paid by each, and shall be devoted to school and school-house purposes, as the board of directors of the district and independent districts may di-
rect.

368 In witness whereof the parties hereto have signed and executed
this contract in triplicate, each party to have and retain one copy
and the third to be filed in the office of the county auditor, Marshalltown, Iowa, for public inspection and reference, this 5th day of May,
1871.

369 (Signed) THE CENTRAL R. R. CO. OF IOWA,
By order of the board of directors of said co., first party.
[L. S.] C. C. GILMAN,
Pres't.

H. D. HARTWELL,
W'M. JOHNSTON,
O. B. BARROWS,
T'p trustees, Marshall T'p, Marshall Co., Iowa, second party.

[U. S. I. R. S., 60 cents. C. R. R. Co. of I. May 5th, 1871.]

STATE OF IOWA,
Marshall County, ss:

I do hereby certify that before me, F. M. Thomas, a notary public in

and for said county, personally appeared the above H. D. Hartwell, W'm Johnston, and O. B. Barrows, who are personally known to me to be the identical persons whose names are affixed to the above
370 contract, and acknowledged the same to be their voluntary act and deed for the purposes therein mentioned.

Given under my hand and notarial seal this 22d day of August, 1871.

[L. S.] (S'g'd) F. M. THOMAS,
Notary Public, Marshall Co., Iowa.

It is further agreed to and by the said Central R. R. Co. of Iowa and by C. C. Gilman, president, that the time mentioned herein as a limitation to the execution in full of this contract shall, if desired by the second party, be extended to July 1st, 1871, provided that if by such extension the levy and collection of said tax shall not be postponed to the year 1872.

Signed May 5, 1871.

C. C. GILMAN,
President C.R. R. of Iowa.

371 In behalf of first party and as its lawfully authorized agent, I hereby acknowledge the full performance on the part of the second party of so much of this contract as pertains to the vote and guarantee of the tax.

July 22d, 1871.

(S'g'd) T. W. H. SHEFFIELD,
Agent C. R. R. of Iowa.

STATE OF IOWA,
Marshall County, ss:

In explanation of the understanding of the parties to the foregoing contract, it is agreed, anything to the contrary therein notwithstanding, that the shops therein mentioned include and are intended to include the principal shops for the repair and manufacture of the cars of the company, party of the first part, if manufactured or repaired by first party.

372 It is specially understood that the treasurer of Marshall County is authorized to pay over to the committee, John Turner, D. T. Smith, and E. Willigood, in trust for the benefit of these persons purchasing and donating to the purchase of the forty acres all surplus of the tax over $45,000 until said parties are fully reimbursed for any amounts so donated; any remainder shall be paid to the party of the first part.

It is further understood that in consideration of the covenants and conditions contained in the conveyance of the forty acres of ground and $1.00 in hand paid, the second party releases and forever waives and relinquishes all claim and demand in and to the two hundred thousand dollar penalty provided in the 9th clause of the cont'act and the same declared null and void.

373 Witness our hand in behalf of our respective principal this 24th day of August, 1871.

(S'g'd) C. C. R. R. CO. OF IOWA,
By C. C. GILMAN, *Pres't.*
H. D. HARTWELL,
W'M. JOHNSTON,
O. B. BARROWS,
T'p Trustees Marshall T'p, Marshall Co., State of Iowa.

374 STATE OF IOWA,
Marshall County, ss:

Before me, the undersigned, a notary public in and for Marshall County, Iowa, this 24th day of August, 1871, personally came C. C. Gilman, pres't of the C. R. R. of Iowa, personally known to me to be such president, and in my presence acknowledged the foregoing contract and supplemental contract and amendment to be the voluntary act and deed of the said C. R. R. of Iowa, by him their agent thereunto duly appointed and qualified, and I further certify said Gilman to be personally to me to be the identical person who signed said contracts.

Witness my hand and seal notarial.

[L. S.] (S'g'd) H. E. J. BOARDMAN,
Notary Public.

375 STATE OF IOWA,
Marshall County, ss:

Be it remembered that on the 16th day of September, A. D. 1871, before the undersigned, Geo. Kroger, a notary public in and for said county, personally appeared W'm Johnston and O. B. Barrows, to me personally known to be the identical persons whose names are affixed to the foregoing supplemental contract and amendment, and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[L. S.] (S'g'd) GEO. KROGER,
Notary Public, Marshall Co., Iowa.

376 STATE OF IOWA,
Marshall County, ss:

Be it remembered that on the 20th day of September, A. D. 1871, before the undersigned, Geo. Kroger, a notary public in and for said county, personally appeared H. D. Hartwell, to me personally known to be the identical person whose name is affixed to the foregoin' supplemental contract and amendment, and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal notarial the day and year last above written.

[L. S.] (S'g'd) GEO. KROGER,
Notary Public, Marshall Co., Iowa.

377 EXHIBIT B.

Filed August 19th, 1872.

P. M. SUTTON, *Clerk.*

OFFICE OF THE C. R. R. OF IOWA,
Marshalltown, Iowa, April 1st, 1872.

I, C. C. Gilman, chief engineer of the C. R. R. of Iowa, do hereby certify that there has been constructed by the said C. R. R. Co., upon the land deeded to the said C. R. R. Co., for that purpose, in the city of Marshalltown, Iowa, a round-house for engines of 13 stalls, and capable of holding that number of engines, together with other improvements upon the said land, and that there has been paid out and expended by the said R. R. co. upon the said land (which is within the corporation

limits of the city of Marshalltown, aforesaid), in said improvements, the
sum of thirty-seven thousand one hundred and ninety-seven dol-
378 lars and sixty nine cents ($34,197.69), and that the same was ex-
pended during the six months ending December 31st, 1871.

(S'g'd) CHA'S C. GILMAN.

On the 1st day of April, 1871, before me personally appeared C. C. Gilman, chief engineer C. R. R. of Iowa, and made oath that the foregoing certificate signed by him was true, to the best of his knowledge and belief.

[L. S.] (S'g'd) J. C. WYLLIS,
Notary Public.

N. B.—The above, in the original, is the handwriting of J. C. Wyllis.

J. S. B.

379

Exhibit C.

I, C. C. Gilman, chief engineer of the C. R. R. Co. of Iowa, on oath say
that since the date of the contract between the citizens of Marshall
Township, in Marshall County, Iowa, and the said company, to wit, since
the 5th day of May, 1871, there has been expended in said Marshall Town-
ship, in the construction of the said line of road, more than seven thou-
sand dollars by said company in new construction, and, furthermore,
that there has, since the said date, been also expended (besides the
above), more than thirty-seven thousand dollars in the erection of a round
house and appurtenances (not including the land), in accordance with
above contract, and I further certify and affirm that in the construction
of the said line of road from the beginning, including side tracks,
380 gradings, iron depots and buildings, etc., there has been expended
by said company, in said township not less than the sum of one
hundred and fifty thousand dollars.

(S'g'd) CHA'S C. GILMAN.

Subscribed in my presence and sworn to before me and in my presence, this 20th day of May, 1872.

See my hand and seal notarial.

[L. S.] H. E. J. BOARDMAN,
Notary Public, Marshall Co., Iowa.

N. B.—The above, in the original, is in the handwriting of H. E. J. Boardman.

J. S. B.

381

Exhibit D.

Certificate.

STATE OF IOWA,
Marshall County, *ss:*

I, C. C. Gilman, pres't and general superintendent of the C. R. R. of Iowa, do hereby certify to the township trustees of Marshall T'p and the treasurer of Marshall County, Iowa, and all others concerned, that the provisions of chapter 102 of laws of 1870 (Iowa), have been complied with by said R. R. co., as also the contract between the said t'p and R. R. co., so far as to entitle the R R. co. to $45,000, and I further certify that more than $90,000 has been expended in the construction of said road, in accordance with said act and the 2d section thereof.

May 18th, 1872.

(S'g'd) C. C. GILMAN,
Pres't and Gen. Sup't C. R. R. Co. of Iowa.

382 **EXHIBIT E.**

Certificate.

STATE OF IOWA,
Marshall Co., *ss :*
$45,000.

To the Treasurer of Marshall County:

We, the undersigned, trustees of the t'p of Marshall County, of Marshall, Iowa, do hereby certify that the provisions of the act entitled "An act to enable t'p, etc., to aid in the construction of R. roads," approved April 12th, 1870, has been complied with by the C. R. R. of Iowa, in respect to said township, so far as to entitle said company to the sum of forty-five thousand dollars, that being the sum now ordered and drawn for by the pres't of said company. We further certify that the contract between the said t'p and R. R. co., and all agreements and statutes has been so complied with as entitle said company to said $45,000 this
383 May 18th, 1872.

(S'g'd) O. B. BARROWS,
W'M JOHNSTON,
D. J. ALLEN,
Trustees Marshall T'p, Marshall County, Iowa.

N. B.—The above, in the original, is in the handwriting of H. E. J. Boardman.

J. S. B.

384 *Answer.*—(Filed September 3d, 1872.)

STATE OF IOWA,
Marshall County :

To the district court for said county, September term, 1872.

ISAAC S. BRITTON, JAMES W. HAMBELL, AND W. K. Smith, for themselves and others to be named,
vs.
THE TOWNSHIP OF MARSHALL, IN MARSHALL County, Iowa, Central Railroad Co. of Iowa, and H. A. Gerhart, treasurer of Marshall County.

The defendants for answer to plaintiffs' petition admit the allegation in the first paragraph thereof.

2d. The defendants admit the allegations in the 2d paragraph of plaintiffs' petition.

3d. The defendants deny each and all and every allegation
385 in the 3d paragraph of plaintiffs' petition and expressly deny that the defendant the Township of Marshall ever voted a tax or held

an election to vote a tax of five per cent., or any per cent, to aid the defendant, the C. R. R. Co. of Iowa, or that such question of taxation in respect to aiding said C. R. R. Co. of Iowa, was ever presented to the people or voters of said township, or that such a vote was taken or such a tax voted, assessed, or levied in said township at any time prior to June 1st, 1871.

4th. The defendants admit the allegations of the 11th paragraph of said petition, except so far as it infers a prior election had been held, and excepts so far as said paragraph insinuates said election was 386 invalid, which defendants deny.

5th. The defendants expressly deny that the election and taxes voted thereat, and all or any of the proceedings were illegal and void; deny the defendant, the Township of Marshall, had voted a five per cent. tax on the 8th of December, 1868, to aid defendant, the C. R. R. Co. of Iowa; deny no petition was presented to the trustees of said township, defendant, signed by one-third of the tax-payers of said township, asking that the question of aiding the said company (defendant) in construction of their said railroad to be submitted to the voters of said township; deny that the trustees of said township had no authority in law to submit the question of taxation to a vote, on the 1st day of June, 1871; deny that at said election on the 1st day 387 day of June, A. D. 1871, the trustees of said township refused to allow a large number of voters in said township to vote on said question or permitted or refused to allow any voter to vote; defendants admit the written contract was entered into and referred to in Exhibit A, in 5th division of 5th paragraph, and that said railroad company agreed as therein stated, but expressly deny each and all and every other allegation and averment in said 5 subdivission of 5th paragraph; defendants, each of them, deny that said tax was voted to aid in purchasing land or for any different purpose than the construction of said railroad; deny that the defendant, the C. R. R. Co., had completed their railroad known as C. R. R. of Iowa before June 1st 1871, but 388 defendant admits the cars were running and the road was in partial operation in and through said township before said tax was voted; defendants positively deny each, all, and every allegation in 8th paragraph in said petition, and particularly deny the trustees and agents of the railroad company, fraudulently or intending to deceive and defraud the voters and tax-payers, or by any fraud made the representations therein stated, and deny said tax is illegal, fraudulent or void.

Defendants admit the allegation of the 9th and 10th paragraphs, except so far as said petition seems to aver or does aver that C. C. Gilman, chief engineer, is the same C. C. Gilman who is president of the C. R. R. Co., which is denied.

389 Deny the allegations in the 11th paragraph; deny C. C. Gilman, chief engineer, is the same C. C. Gilman who is president and general superintendent of the Central R. R. Co. of Iowa; deny the statements made by said Gilman, engineer, and said C. C. Gilman, president and superintendent, are insufficient, and deny all and each and every statement, allegation, or averment in said 11th paragraph so numbered.

Defendants admit the allegations in the 12th paragraph of the petition.

Defendants deny each and every allegation in said petition not admitted or denied.

Defendants allege that said tax sought to be enjoined in this action is a legal, valid, and binding tax upon plaintiffs, and all tax-payers of said township.

390 Defendants therefore pray the plaintiffs' bill be dismissed.

(S'g'd) BROWN, WYLLIS & WILLIAMS,
(") PARKER & RICE,
Attorneys for Defendants.

Filed September 3d, 1872.

391 *Petition of D. N. Pickering as receiver for the removal of machine shop, &c., to Marshalltown.*

Circuit court of the United States for the district of Iowa. In the circuit.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

To the judges of the circuit court of the United States for the district of Iowa, in the circuit:

Your petitioner, D. N. Pickering, who was appointed receiver in the above-entitled cause by your honors, and is now acting as such under and by virtue of said appointment, respectfully complaining shows unto your honors the following facts:

I. That on the 5th day of May, 1871, the said Central Railroad
392 Company of Iowa, by order of its board of directors, as a party of the first part, and the board of trustees of the township of Marshall, in the county of Marshall, State of Iowa, as the party of the second part, entered into a written contract whereby it was expressly stipulated and agreed by and between the said parties, among other things in consideration of certain matters therein expressed, that the city of Marshalltown, in said township and county, should be the terminus of one division of said railroad, and that at the said city it was agreed in said contract that there should be erected and maintained for one hundred years the central and principal machine, repair, and locomotive shops of the said company, to wit, one round-house, of brick or stone, of at least eighteen stalls, one foundry, one blacksmith shop, one locomotive-repair shop and its necessary adjuncts, and any other buildings at the discretion of the company. A printed copy of which
393 contract is hereto annexed marked "Exhibit A," and made a part of this petition.

It was further agreed and stipulated in said contract, and as the consideration for the location of said shops at said city of Marshall, that the said railroad company should receive a tax of five per centum upon the taxable property of said township, and at least forty acres of ground to be selected by said company free of cost and with perfect title when required for the use and occupancy of said shops, all of which will more fully and at length appear by reference to the copy of said contract hereto annexed.

II. Your petitioner further represents and says that he is informed and so states, that in pursuance of said contract and in compli-
394 ance with the terms thereof, the trustees of the said township of Marshall submitted in due form of law, by notice duly published, a proposition to the said voters of said township to vote a tax of five per centum upon the taxable property of said township to aid in the

construction of said railroad and for the use and benefit of said company, and that in pursuance of said notice and proposition an election was duly held in said township on the first day of June, 1871, at which a majority of the legal voters then and there polled was in favor of said tax, and said proposition was duly carried by a majority of the legal voters in said township.

And your petitioner further represents and says that the said tax of five per centum was by the proper authorities of said county duly 395 assessed and levied upon the taxable property of said township, and that since then a larger portion and the most of said tax has been collected by the treasurer of said county of Marshall, and that the title to the ground agreed upon and stipulated for in said contract has been procured, and that the proper authorities of said township are, as your petitioner is informed and represents, ready to convey and make perfect said title in said railroad company when said shops are located and established in said city of Marshall as stipulated and agreed in said contract. And your petitioner further represents and states that the board of trustees of said township and the authorities of said city are demanding the performance of said contract by the said railroad 396 company, and demand that the said shops be located in said city as agreed upon in said contract. And that said trustees & authorities have filed their petition in this court asking and demanding said removal of machine shops, &ct., to Marshall, in compliance with the terms of said contract.

III. Your petitioner further represents and says unto your honors that, notwithstanding the contract aforesaid, the central and principal machine and repair and locomotive shops of said Central Railroad Company are now located and operated in the town or city of Eldora, Hardin County, Iowa, and have been since the construction and operation of said railroad, and that on or about the 30th day of July, 1872, one J. S. Britton, pretending to sue and complain for himself and other 397 taxpayers of said township, filed a bill in equity in the district court of the State of Iowa, in and for the county of Marshall, praying for a writ of injunction restraining and enjoining the treasurer of said county from proceeding in any manner to collect the tax so voted for, or any part thereof; that upon said bill being presented to Hon. W. E. Miller, one of the justices of the supreme court of the State of Iowa, a writ of injunction was allowed, and afterwards duly issued by the clerk of said district court, and served upon the treasurer of said county, who thereby became enjoined and prevented from collecting said tax, a printed copy of which bill, with the order of said justice, is hereto annexed and made a part of this petition, marked "B." That at the April term of said district court, 1873, the said injunction was dissolved 398 by said district court and a decree of dissolution entered. That the plaintiff in said suit appealed from said decree of dist. court to the supreme court of Iowa, and that upon hearing, on or about the June term, 1874, of said supreme court, the decree of said dist. court was affirmed.

IV. Your petitioner further represents that in consequence of said litigation and the pendency of said bill and said suit in equity, and the pendency of this suit in your honor's court, and because of the subsequent pecuniary embarrassment of said railroad company, its officers and agents have been prevented from and unable to remove its said shops from the said town of Eldora and establish them at the city of Marshalltown. That since the said suit was determined against the complainants therein, the officers and agents of said company have

399 been willing to remove said shops to Marshalltown, and would have done so but for the reasons above stated.

And your petitioner further states that the main office, where all the accounts of said company are kept, and from which its business is managed, and in which the operations and affairs of said road are conducted and managed, is, and has been since said road was completed, located and kept at said city of Marshall, which point is the most central and convenient one therefor on the line of said road, and that the operations of the company will be greatly accommodated and its convenience largely increased, and current expenses materially reduced, by the removal of said shops to the city of Marshalltown aforesaid, where they can be under the immediate observation and superintendence of
400 the general officers and agents of said company.

V. Your petitioner further represents that the expense of the removal to and erection of said shops at the city of Marshalltown aforesaid can be defrayed by the money or proceeds derived from the said township and city, which the said corporations are ready and willing to pay over, and without material inconvenience to the said company or hindrance to the operations of its road.

Therefore, and in view of the matters above stated, your petitioner prays that an order be made by your honors authorizing and directing him to remove said shops from the town of Eldora, where the same are now located, to the said city of Marshalltown, and to erect and operate
401 the same at said city, as required by the aforementioned contract, upon the full and complete performance by said township authorities of all the terms and stipulations on their part of said contract, and to make such other & further orders in the premises as to your honors may seem meet and just; and as in duty bound will ever pray, &c.

(S'g'd) D. N. PICKERING,
Receiver, &c.,
By BROWN, STONE & SEARS,
Att'ys & Solicitors.

402 STATE OF IOWA,
Marshall County, ss:

I, D. N. Pickering, being duly sworn, on my oath say that I have read the foregoing petition, and know the facts therein set forth to be true, as I verily believe.

(S'g'd) D. N. PICKERING.

Subscribed in my presence and sworn to before me by D. N. Pickering this 24th day of May, 1875.

[SEAL.] W'M SMYTHE,
Notary Public, Marshall County, Iowa.

(Endorsed:) Petition of D. N. Pickering, receiver, &c., for removal of machine-shops, &c. Filed May 25, 1875. Geo. B. Corkhill, cl'k. Brown, Stone & Sears, att'ys, pl'ff.

403 On the 18th day of June, 1875, the def't Central R. R. Co. of Iowa et al., by their att'ys, filed in said clerk's office their demurrer to the petition for removal of car-shops, a true copy of which is as follows, to wit:

404 Circuit court of the United States, district of Iowa.

D. N. PICKERING, RECEIVER, AND THE CIVIL Township of Marshall, and the City of Marshalltown, and Municipal Corporation,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, the Farmers' Loan & Trust Company, the City of Eldora, of Hardin County, Iowa.

AT CHAMBERS, *June* 18, 1875.

Now comes the said defendants and say that the said petitiones for the removal of said shops for reasons set forth therein are wholly insufficient in law for the maintainance of any cause of action whatever, and therefore pray that the same may be dismissed with costs.

(S'g'd) E. W. EASTMAN,
Att'y for City of Eldora.

405 PLATT SMITH & J. S. GRANT,
Att'ys for the Farmers' Loan & Trust Comp'y.

We, the undersigned attorneys, hereby certify that we believe the defense set up in this demurrer is good, and the same is not put in for delay.

(S'g'd) E. W. EASTMAN,
Att'y for Eldora.

(Endorsed:) Farmers' Loan & Trust Company vs. Central R. R. of Iowa. Demurrer to petition of D. N. Pickering & others for removal of machine-shops from Eldora. Filed June 18th, 1875. Corkhill, clerk. Platt Smith, Ja's Grant, and E. W. Eastman, att'ys.

406 ELDORA, IOWA, *July* 1, '75.

HON J. M. LOVE:

DEAR SIR: Previous to filing the demurrer to the motion of D. N. Pickering in the case of Farmers' Loan & Trust Co. vs. Central R. R. of Iowa for removal of the machine-shops from Eldora to Marshalltown, I have prepared an answer to the petition, which I herewith enclose. By the advice of M'r Smith a demurrer was first filed.

When I was down with the agreement of the demurrer I intended to take the answer with me to file in case the demurrer was overruled, & I supposed that I had it. But after you overruled the demurrer I found that by mistake I had taken the wrong bunch of papers, and had left the answer at home. I desire to now file the answer, & 407 enclose it to you, and ask permission to file it, and if you will allow it to be filed, will ask you to hand it to the clerk & direct it be filed.

We are in the midst of another flood in the Iowa, and locomotion is almost suspended.

Very respectfully, yours, &c.,
(S'g'd) E. W. EASTMAN.

Eastman letters.

408 In the circuit court of the United States in & for the circuit of the State of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF N. Y.
v.
THE CENTRAL RAILROAD COMPANY OF IOWA.

On petition and motion of D. N. Pickering for an order to remove the machine-shops from Eldora to Marshalltown.

The people of Eldora, by order of this court, having been served with notice of the above-named petition & motion, come now for themselves, by their att'ys, E. W. Eastman and John Porter, and in conjunction with the above-named plaintiffs and their attornies, the bond-
holders, creditors, & stock-owners of the above-named defendants,
409 make defense & resist the motion of the said D. N. Pickering.

1. And, first, these respondents deny that this court has, & aver that this court has not, in its capacity of for'closing said mortgage, any jurisdiction over the parties and subject-matter of the said petition & motion, and it has no legitimate power or authority to grant or make the order prayed for in the said petition of the said Pickering.

2. And for a further defense to the said petition & motion these respondents deny that the Central Railroad Company of Iowa, on the 5th day of May, 1871, or at any other time, by order of its board of directors or others, either made or entered into or ratified the contract
described and set out in the first section of the petition of said
410 D. N. Pickering. And deny that the trustees of the township of
Marshall, in their capacity of trustees for said township of Marshall, had any power or authority whatever to make the said contract described in said petition, and aver that they had not any such power or authority, and the said supposed contract is in no way binding upon the said township of Marshall, but the same is absolutely void.

3. To the second section of said petition these respondents deny that the trustees of said township of Marshall submitted, in due form of law, a proposition to the voters of said township to vote a tax of five per cent. to aid in the construction of said railroad and for the use of said company, as averr'd in said petition; deny that such an election was
duly holden, and denies that such a tax was voted, and deny that
411 such tax was duly assessed & levied as aver'ed in said petition,
and deny that a large portion of said tax has been collected as aver'ed in said petition. These respondents deny that the title to the forty acres of ground described in said contract has been procured, or any land whatever conveyed to said company in accordance with said contract, and deny that "the proper authorities of said township" are either ready or able to convey & make profert of said title to said forty acres of land as stipulated in said contract.

4. These respondents have no positive knowledge that "the board of trustees of said township or the authorities of said city are demanding the performance of said contract," or that "the said shops be located in said city," as aver'ed in said petition, but these respondents believe that
in fact this petition & motion of the said D. N. Pickering are made
412 & filed at the suggestion and in the interest of the said Marshall-
town & the people thereof, and not at the request of the board of directors of the Central Railroad of Iowa, or at the request of or in the interests of the plaintiffs in the said suit to which this motion is tacked.

And these respondents here suggest that the receiver in this case has no right to appear in this case and voluntarily make himself a party to the record antagonistic to both the plaintiffs and defendants in this suit.

5. To the averment "that said township & authorities have filed their petition in this court asking & demanding said removal of machine-shop,
&c., to Marshall," as averred in said petition, these respondents
413 have as yet no legal notice that such is the fact, but they are informed
and believe that on or about the 13th day of May, 1875,
such a petition was filed & presented to the Hon. John F. Dillon, judge of this court, at chambers, in Des Moines, and that he then & there refused to then grant or allow the order there prayed for to be made, but ordered notice of said petition to be served on the authorities and people of said Eldora. But these respondents are advised & believe that the said notice so ordered has not yet been served and the said petition is still pending.

6. And these respondents then suggest that as in that petition the
said D. N. Pickering is of necessity as such receiver a respondent
414 and bound to obey any order which the court may make in that
case, and the court has as yet refused to make the order therein
prayed for, it is now illegitimate for this same D. N. Pickering to now come in as plaintiff in his own name & ask the court to order & require him as such receiver to order as plaintiff what the court has refused to order & direct him as defendant and receiver to do. And here these respondents say, is the self-evident proof that, as before stated, this "petition & motion of the said D. N. Pickering are made and filed at the suggestion and in the interest of the said Marshalltown & the people thereof."

7. To the third section of the said petition these respondents admit
that the machine and repair shops of the Central Railroad Company
415 of Iowa are now located and operated in the said "town or
city of Eldora, Hardin County, Iowa, and have been since the
construction and operation of said railroad."

8. And these respondents aver that the said machine and repair shops were located & *and* put in operation in Eldora before the Central Railroad Company was formed or had any existence by virtue of an agreement with the people of said Eldora, who paid large sums of money & property therefor, as will fully appear by the affidavits of M. J. Woir, John Porter, Ja's Edgington, H. L. Hubb, hereto attached & marked in the order named, A, B, C, & D.

9th. These respondents believe it is true that one J. S. Burttin with
others, and one G. M. Woodbury & various other persons did
416 commence suits by injunction & otherwise restraining & enjoining
& preventing the treasurer of said county from collecting the
said tax, and the said injunction was allow*ance*. And the people of said township refused to pay said tax, & the greater part thereof has never yet been paid, and by reason of the failure to pay said tax & the failure to pay said $15,000 of money described in said agreement to said Central Railroad Company of Iowa, the conditions of said agreement were broken by the people of said township of Marshall, and said Central Railroad Company of Iowa was thereby fully and entirely released from any obligation to erect said buildings or operate said shops in said town
of Marshalltown, as stipulated in said contract, if indeed there
417 ever was any liability so to do. And as full & conclusive evidence
of the breaking of said contract by the people of said township of
Marshall, these respondents refer to the affidavits of Charles C. Gilman, John W. Gilman, A. L. Hatch, & Fuller, hereto attached, and the extracts of other affidavits hereafter made.

10. Respondents deny that said suits have been decided & ended as aver'ed in said petition, but these respondents are in no way bound or compromised by any decision made in those cases.

11. To section four these respondents admit that by reason of said suits, and the unwillingness of the people to pay as is manifested by bringing said suits, the said tax has never yet been paid.

12. Respondents deny that there has ever been any delay or
418 failure on the part of the said Central R. R. Co. to perform all the
conditions of said contract on its part. Deny that it, by said instrument, contracted to remove the machine & repair shops, at Eldora, from there, and aver that the said contract does not require the said shops to be removed from Eldora.

13. And if, as aver'ed in the same petition, "the officers & agents of said company have been & are willing to remove said shops from Eldora to Marshalltown, would have done so but for the reasons stated," then they are willing to do what is not contracted to be done, & by so doing violate and break a sacred contract with the people of Eldora which they have no legal right to do, and respondents ask for an order restraining them for so doing.

419 14. Respondents admit that by the articles of incorporation of the
Central R. R. Co., the principal place of business is fixed at Marshalltown. But they deny that by reason thereof it is in no way necessary to remove the said shops from Eldora, and in proof that it will be unwise & injurious so to do, they refer to the affidavit of ex-president Charl's C. Gilman above referred to.

15. To section five these respondents deny "that the expense of said removal, & the erection of said shops, at the city of Marshalltown, can be de*de*frayed by the means of proceeds derived from said township & city," by virtue of and in accordance with said contract as aver'ed in said petition, and deny that they are either "ready or willing to pay over."

16. These respondents further say, that after the first day
420 of June, 1871, the day on which said petition avers that said tax
was voted, the said Central Railroad Company of Iowa erected a stone round-house with 18 stalls in said Marshalltown, & a water-tank therewith, & built a turntable, & laid track to said stalls, and laid a foundation for a machine-shop. And, in the defense of the said suits of Britton, & G. M. Woodbury, & others, the said defendants filed numerous affidavits amung which were the affidavits of Geo. F. Kirby, the former assistant superintendent of said R. R. Co.; Cha's C. Gillman, the then chief engineer; of John W. Gillman, the ass't treasurer; Amos Russell, general passenger agent, & H. W. Burton, auditor of said Central R. R. Co. At the time of filing said affidavits, the said D.
421 N. Pickering was the assistant superintend*ant* of said company,
and manageing said defense.

17. Said Kirby in his affidavit, amung other things, said:

"I am the late ass't superintend*ant* of the Central Railroad Co. of Iowa. The Central R. R. Co. was not organized till June or July, 1867, and did not go into operation till October 16, 1867. I further say the roundhouse & appurtenances thereto constructed by the Central R. R. Co. of Iowa, costs reasonably the sum, as near as I can estimate, of $45,000; the machine shops & water-tanks, now in course of construction & partly completed, cost $6,000, all of which, to my knowledge, has been done since June 1, 1871, by the Central Railroad Co. of Iowa. Said Charles C. Gilman, in his affidavit, amung other things, said I am chief engineer of the Central R. R. of Iowa, & have been since Feb.

422 1, 1871. I have made estimates of the *of the* amount of track laid & other work done since June 1, 1871, and I find from the records, & I know of my own knowledge, that there has been expended in the town of Marshalltown, &c., for round house & water-tank, $57,379.90, for coal-house, $2,000, for machine shop, not yet finished, $4,218.20."

In another affidavit, said Cha's C. Gilman estimates that it will cost $60,000 to complete & equip the machine shop.

423 18. And the said John W. Gilman, Harrie W. Benton, Amos Russelle, in their joint affidavit, say the erection named in the affidavit of Cha's C. Gillman, chief engineer, have, to our knowledge, been erected, built, and are in the process of building as stated in said affidavit of said engineer, and all the statements therein we believe to be true, and we have knowledge to know all to be true, except the statement of costs which we believe to be true, and we have such knowledge of the facts as warrant such belief; all of which averrments are true.

19. These respondents therefore deny the averment of the said Pickering that "the expense of the removal to, and the erection of
424 said shops at Marshalltown can be defrayed by the means as proceeds derived from said township.

By these affidavits procured and used by the said Central Railroad Co. of Iowa, while the same D. N. Pickering was acting assistant superintendant, it is stated by the officers of said company that the round house & water tank appurtenate to it have cost over $57,000, and it will cost $60 to complete & equip the machine shop, of which the foundation only is laid the amount being $117,000.

And this respondents say the said round house has been burnt and consumed by fire, and before the burning the said D. N. Pickering, as superintendent of said R. R. Co., permitted the insurance on it to
425 expire, and did not renew it, so that the burning was an entire loss. It will not therefore cost less than $100,000 to rebuild the round house & construct & equip the machine shop on said foundation, and this does not include the foundry & blacksmith shop or repair shop. And the whole expense to said R. R. company to perform the stipulations of said supposed contract prayed by said Pickering to be by this court enforced cannot be less than from $150,000 to $175,000. And the instrument itself provides that the expenditure of the company over & above the amount to be paid by the township of Marshall shall be as $45,000 is $75,000, which ad'ed together will make an expenditure of $120,000.

20. These respondents further say that the machine & repair
426 shops as now constructed & operated at Eldora are amply sufficient for the present use of said Central Railroad Co. of Iowa, and will be so till the suit now pending in this court to foreclose the mortgage of said railroad company is concluded, by which the railroad of said company, its franchise and all of its appurtenances will of necessity pass into other hands, by reason of said Central Railroad Company being at this time hopelessly insolvent.

21. These machine & repair shops were built, & are now standing, & being operated at Eldora by virtue of a sacred co'tract made with the people of Eldora first by the Eldora 'ilroad & Coal Company, & afterwards ratefied by its successor, the Iowa River Railway Company, which was fully & entirely performed & complied with on their
427 part by the people of Eldora before the Central Railroad Company of Iowa was created, and which has been fully confirmed

by the said Central Railroad Company as the successor of the Iowa River Railway Co.

22. This court and the said D. N. Pickering, & the city & people of Marshalltown, behind him, holding up his hands, are bound by the agreement set up by said Pickering, as it is written. This court has no power to modify it or amend it; that agreement is to erect & build a round house of brick or stone, and a foundry & blacksmith shop and locomotive repair-shop & its adjuncts & other buildings. It is not as
prayed for by said Pickering, to remove shops from Eldora.

428 23. These respondents therefore say this court, even if it has
power to enforce that agreement, it cannot amend it nor do what is not provided therein to be done. But at all events it has not the power to break and violate the contract made with & executed by the people of Eldora for the purpose of trying to perform a subsequent contract with the trustees of Ma'shall, and one to which has long been broken & never performed by the people of Marshalltown.

24. These respondents further say that there has been a large debt contracted for operating expenses of said railroad since said D. N. Pickering was first by this court appointed receiver, & *and* prior to December first,
1875, which were contracted by the said D. N. Pickering as such
429 receiver, and have not been paid by him, and the same are now
outstanding and unpaid, which debts have a priority of right over the contract set up by said Pickering, and over all other debts & claims. And it is not in the legitimate power of this court to appropriate any money under its control to the performance of the agreement set up by said Pickering till all the operating expenses of said railroad are fully paid, nor even then till the mortgage, now being foreclosed in this court, is fully satisfied, & the debt secured thereby fully paid.

And in addition to the affidavits of Charles C. Gilman, A. L. Hatch, & others referred to in the 9th section hereof, these respondents say
that H. D. Hurtwell, W'm Johnson, & O. B. Barrows, the trustees
430 who made the contract described in said Pickering's petition,
made an affidavit, which they attached to the answer in the said suit by said G. H. Woodbury & others, in which they said, in reference to said agreement, that, although it was entered into by said def't, The Central R. R. Co. of Iowa, and the said trustees of said township, the same was procured from the Central R. R. Co. of Iowa by leading citizens & of the heaviest tax-payers of said township as an inducement highly beneficial to said township. And the leading citizens urged the Central R. R. Co. of Iowa to enter into said contract, & said company held out no inducement to said township other than reluctantly entering into said contract.

431 And on the 18 day of May, 1872, the said trustees made their
certificate that said agreement had been performed by the said Central R. R. of Iowa so as to entitle said company to the said $45,000, a copy of which is included in the affidavit of said John W. Gilman hereto attached. From all which it will more fully appear that said agreement was willfully broken by the people of said township of Marshall. These respondents therefore earnestly remonstrate against this court making any order for the removal of said machine & repair shops from Eldora, or any order granting any permission for them to
be removed, and also against any order for the erection of any of
432 said buildings or shops in said Marshalltown, in accordance with
the petition of said Pickering or by virtue of said agreement.

And these respondents pray that, for the reasons hereinbefore stated, the said agreement may be declared null & void.

(S'g'd) E. W. EASTMAN &
(") JOHN PORTER,
Att'ys for Eldora & the People thereof,
and for the Parties named in the attached affidavits.
PLATT SMITH & OTHERS,
Att'y' for Pl'ffs in the original suit,
and Individual Bondholders and Stock-owners.

Two petitions having been consolidated since this answer was written, it is filed in answer to the consolidated petition.

(S'g'd) E. W. EASTMAN & OTHERS,
Att'ys.

433 (Endorsed:) Farmers' Loan and Trust Company & Central R. R. of Iowa. Answer to petition of D. N. Pickering for order to remove shops. E. W. Eastman & John Porter, for respondents.

434 EXHIBIT C.

The circuit court of the United States within & for the Stated of Iowa.

FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

On motion of D. N. Pickering for an order authorizing & empowering him as receiver of said defendant to remove the machine & repair shops from Eldora to Marshalltown & erect new shops at Marshalltown, I, Joseph Edgington, do make oath & say that I have been a resident of Eldora, in Hardin County, Iowa, for over eighteen years last past. I further say that I was the owner of the northeast quarter of the N. E. ¼ of section No. 7, in township 87 north, in range 19 west, of land 435 in Eldora Township before and at the time *the time* the railroad was constructed from Ackly to Eldora by the Eldora Railroad & Coal Company, and afterwards by the Iowa River Railway Company, the successor of the aforesaid company, extended southward to Marshalltown.

I further say that I subscribed and donated and gave large & liberal sums of money & property to have the railroad built from Ackly to Eldora, and to have the machine repair shops erected & operated at Eldora, and many other people did the like.

I further say that I laid a portion of said forty acres of land out into blocks and lots about the time that the first building of the machine & repair shops at Eldora was erect'.

436 It was afterwards found that the conveniences of the said Iowa River Railway Company required that a part of said machine and repair shops should be erected on the said land of this affiant.

I further say that it was arranged and agreed by and between myself and the officers of said railway company that the said company might erect part of their shops on block nine of their land so laid out by me, and the company should so move and change their other buildings as to conform to the streets and to operate the repair shops there. And in consideration thereof, I agreed to convey to said company said block nine.

And the said company then took possession of said ground & erected buildings from time to time thereon; there are now two large-

437 buildings and a part of another building, and the shop turntable, on said ground. And I have since then made a full conveyance of said property on block nine in & for the said consideration, & for no other consideration whatever. But my recollection now is that the Central Railroad Company of Iowa was organized & became the successor of the Iowa River Railway Company before the deed was executed, & that the deed was made to the Central Railroad Co. of Iowa as such successor.

I further say that it will be a violation of said contract with*in* me and a great injury to me, and also to the people and town of Eldora, to have said machine & repair shops removed from Eldora, 438 as prayed for by said D. M. Pickering. I therefore respectfully request that the said court, or the judge thereof, do refuse to either order or permit the said machine shops to be remove' from Eldora, and that you specially order & direct the said D. M. Pickering to in no way *way* interfere with the said machine & repair shops at Eldora by removing or attempting to remove the same, or any part of the machinery there from said town or from said shops.

(S'g'd) JOSEPH EDGINGTON.

THE STATE OF IOWA,
Hardin County :

Subscribed & s'orn to be the above-named Joseph Edgington, in my presence & before me, this June 11th, 1875.

439 [SEAL.] (S'g'd) E. H. EASTMAN,
Notary Public, Hardin Co., Iowa.

440 In the circuit court of the United States within and for the district of the State of Iowa.

FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD CO. OF IOWA ET AL. } Petition.

On motion of D. N. Pickering, as receiver of the above-named def't, for an order of court to require and empower him to move the machine & repair shops from Eldora on the line of said road to Marshalltown, in accordance with an agreement between the said railroad company and the trustees of the township of Marshall,

I, J. W. McKenzie, do make oath and say that I am a stock-441 holder in the above-named Central R. R. of Iowa; that I believe that the removal prayed for by said D. N. Pickering will require an unnecessary expence at this time, and will be ungenerous to the interest of the said Central R. R. Co., and to persons now holding unpaid claims against said company.

I believe the shops as they now are to be, amply sufficient for the use of the company until the above-entitled suit for foreclosure is finally determined. I therefore respectfully request that the said court, and the judge thereof, do not make any order authorizing or permitting the said shops to be removed, but that the court require them to remain where they are until said suit is finally closed.

442 (S'g'd) J. W. McKENZIE.

Sworn to before me and in my presence subscribed by the said J. W. McKenzie this 10th day of June, A. D. 1875.

[SEAL.] (S'g'd) GEORGE REED,
Notary Public, Franklin Co.

443 STATE OF IOWA,
Harlin County:

I, J. Q. Patterson, upo' being duly sworn, do depose & say that I am a citizen of Eldora, Iowa; that I have been a resident here since the year 1856; that I am a property-holder & tax-payer in said town of Eldora, Iowa; that during the ti*n*e of the building of the Central Railroad of Iowa from Ackley, in Hardin County, Iowa, to Eldora, in Hardin County, Iowa, the said road being then known as the property of the Eldora Railroad & Coal Company, of which C. C. Gilman was president, I heard a conversation between the said C. C. Gilman and several of the citizens of the town of Eldora in the said town of Eldora
444 about depot grounds. He said at the time that the company must
have a' least thirty acres of land upon which to erect the buildings of said railroad in the town of Eldora, and gave as a reason for requiring that amount of land that the headquarters & machine shops of said road would be located at Eldora, & that they would need at least thirty acres of land upon which to erect the depot buildings & machine-shops of said company, and further said that if they were only intending to erect depot buildings they would not require so large an amount of land.

(S'g'd) J. Q. PATTERSON.

445 Subscribed & sworn to before me, Ellis Barker, a justice of the peace in Eldora, Hardin County, Iowa, this 17th day of June, A. D. 1875.

(S'g'd) ELLIS BARKER, *J. P.*

446 STATE OF IOWA,
Hardin County:

I, John Porter, being duly sworn, do depose & say that during the time of projecting and working up aid to the railroad about to be built from Ackley to , known then as the Eldora Railroad & Coal Company, the officers and agents of said company represented that the car, locomotive, and machine shops of said railroad would be located permenently at Eldora, in said county and State, provided the citizens of Eldora and vicinity would donate (30) thirty acres of land and otherwise aid in the furtherance of *of* said project.

I further state that *that* some time, as near as I can now recol-
447 lect, in the latter part of 1855-'6, a meeting was held in the office
of Plot Smith, esq., in the city of Dubuque, for the purpose of arriving at some agreement and understanding in relation to what should be done in the premises; that at said meeting C. C. Gilman, the president of said company, Plot Smith, H. L. Huff, W. J. Moir, S. F. Lothrop, A. A. Rogers, and myself were present, & I think W'm Greene, of Cedar Rapids, and perhaps others whose names do not now occur to me.

I distinctly remember that myself and others contended with C. C.
Gilman that their demand upon us for 30 acres of land whereon
448 to locate their depot, etc., was more land than the wants of the
company would reasonably require; that in reply thereto said Gilman represented to us that the car & machine shops of the co. should be located at Eldora, and that therefore 30 acres of land would in a few years be wanted for the purposes aforesaid, & that in consideration of the promises & representations so made to us as before stated, our citizens and myself interested ourselves in obtaining the required amount of land and other aid demanded.

I subsequently purchased of one Isabella L. Swietzer the northwest ¼
of the northeast ¼ of sec. No. (7) seven, township No. 89 north, range
No. 19, and thereafter W. J. Moir and on' S. Rice purchased
449 of me the undivided (½) one-half of said 40 acres, with the agreement
that they and this affiant should convey the undivided ¾
thereof to said company.

Being absent more or less from home about that time, I conveyed all of said land to said W. J. Moir, with the understanding that he should convey said land whenever it should be proper thereafter to do so under said agreement, which was done, but I am unable to state the exact

Also that said citizens of Eldora & vicinity paid the right of way for
said railroad from said township Ackley to Eldora, and donated about
600 *hundred* acres of coal land to said co. by warranty deed, and
450 several hundred acres by bond; that in pursuance of said agreement
and understanding said car and machine shops were located
and erected upon said 30 *acers* of land which is adjoining the town of
Eldora, the building and shops being erected, as near as I can now recollect,
in the year 1868, and the machinery was soon thereafter placed
in said building, and from then till now has been in constant use.

All of which is true as I verily believe: so help me God.

(S'g'd) JOHN PORTER.

Subscribed & sworn to before me by John Porter this 17th day of day of June, 1875.

[SEAL.] (S'g'd) W. J. MOIR,
Notary Public.

451 In the circuit court of the United States for district of Iowa.
June 7th, A. D. 1875.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustees, et al.
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

I, Charles C. Gilman, being duly sworn, depose & says that I am a
resident of Hardin County, Iowa, and am a large stockholder in the
Central Railroad Co. of Iowa, owning and controlling by proxy one-sixth
(⅙) of the entire stock issue of said company. That from the date of the
organization of said company in June, 1869, up to May, A. D. 1873, I
occupied position of director and president and general superintendent
of said company, and as such supervised the construction of its
452 line, and equipped and organized the same for business purposes.

That during the year 1871, with full authority from the board
of directors of said company, I closed a contract with the city of Marshalltown,
Iowa, through a committee or trustees, for the erection of
the round-house and locomotive repair shops in said town of Marshalltown,
stipulating for valuable conciderations to be named hereafter,
that in the construction and equipment of the buildings aforenamed,
a sum not less seventy-five thousand dollars ($75,000.00) should be
expended during the years of 1871 and 1872 by the company, of which
amount forty-five thousand dollars ($45,000.00) was to be supplied
453 by the citizens of Marshalltown as fast as the work might proceed,
in the same ratio as the amount subscribed might be to the
expenditure agreed upon, to wit, as forty-five (45) is to seventy-five
(75).

It was further contracted on the part of the citizens of Marshalltown, through their trustees or committee, that the tract of land, in extent of not less than forty (40) acres, should be furnished by them to said Central Railroad Company of Iowa, free of expense, for depot & warehouse grounds, and for the location of the buildings aforenamed; the location of the grounds to be designated by them, said company.

454 In compliance with the aforesaid contract the said Central Railroad Company caused an expenditure to be made, in the erection and fitting the buildings, in a sum not less than thirty-seven thousand dollars (37,000.00); but in consequence of the failure on the part of the citizens of Marshalltown to furnish their proportion of money agreed upon, and to give good title to the lands desi'nated by the company, further work was discontinued.

I further depose & say that, as president and general superintendent of the company, I selected Marshalltown as the terminus of the first division of said roand, and consequently the proper location for the repair shops of said company, believing that the company would
545 ultimat'ly construct its line from the northern bound'ry of the State of Missouri to the southern line of the State of Minnesota, a distance of two hundred and thirty-five (235) miles; but, for reasons not necessary here to designate, thirty-five (35) miles at the extreme southerm end of the line has never been completed, & probably never will be.

In my judgment, therefore, whoever may follow this company—the said Central Railroad Co.—in its ownership or controll, will find it necessary for its economical management to locate the terminus of the first division and repair shops at a point at least twenty (20) miles north of the town originally selected.

456 Deponent further saith that should the parties who may in the future controll and manage the present property of the Central Railroad of Iowa ever decide to maintain the terminus of the first division at Marshalltown, that it would be extremely unsafe for them to erect buildings for repairs at that point until the terms of the contract before mentioned had been fully observed by said people of Marshalltown, inasmuch as the parties of the second part to said contract are irresponsible, and that said contract itself is defective and its conditions have already been broken by the parties of the second part.

(Signed) CHARLES C. GILMAN.

457 THE STATE OF IOWA,
Hardin County:

Subscribed and sworn to in my presence & before me, by the abovenamed C. C. Gilman, this June 7, 1875.

[SEAL.] (S'g'd) E. W. EASTMAN,
Notary Public.

458 To the hon. circuit court of the United States with' and for the circuit of Iowa, and to the judge of said court:

Having been advised that there is now pending in said court a petition of D. N. Pickering, as receiver of the Central Railroad of Iowa, pending a suit for the foreclosure of a mortgage of said company, praying for an order of your honorable court requiring and directing him to remove the machine & repair shops from the town of Eldora, on the line of said railroad, to the town of Marshalltown, and to erect and operate the machine and repair shops at said Marshalltown:

459 Now, therefore, believing that such an order will necessarily require a large expenditure of money in erecting new buildings and in such removal, which is not necessary for the temporary management and operation of the said railroad during the pendency of the suit for said for'closeure, the undersigned, one of the bondholders of said railroad, and also a stockholder in said railroad company, respectfully represents that such an order as is prayed for by said Pickering will work great injustice of the present unpaid operatives, and to the bondholders, creditors, and stockholders of said railroad company. The undersigned therefore respectfully requests that your honor do not
460 make any order for the erecting of any machine or repair shops, or other buildings or new works at said Marshalltown, and that you do not make any order or grant any authority for the removal of any of the machine or repair shops from said town of Eldora.

Dated June 6th, 1875.

(S'g'd) JOHN L. DODGE.

THE STATE OF IOWA,
Hardin County:

Subscribed by the above-named John L. Dodge in my presence and before me this June 5, 1875.

[SEAL.] E. W. EASTMAN,
Notary Public of Hardin Co., Iowa.

461 EXHIBIT D.

Certificate.

STATE OF IOWA,
Ma'shall County:

I, C. C. Gilman, president and general superintendent of the Central Railroads of Iowa, do hereby certify to the township treasurer of Marshall Township and the treasurer of Marshall County, Iowa, and all others concerned, that the provisions of chapt. 102 of laws of 1870 (Iowa) have been complied with by said railroad company, as also the contract between the said township and railroad company, so far as to entitle the railroad company to forty-five thousand dollars; and I further certify that more than ninety thousand dollars has been expended in the construction of said railroad, in accordance with said act and the 2nd division thereof, May 18, 1872.

(S'g'd) C. C. GILMAN,
Pres't & Gen'l Sup't C. R. R. of Iowa.

462 EX'IBIT E.

STATE OF IOWA,
Marshall County:

To the treasurer of Marshall County:

We, the undersigned trustees of the township of Marshall, Marshall County, Iowa, do hereby certify that the provisions of the act entitled "An act to enable townships to aid in the construction of railroads," approved April 12th, 1870, has been complied with by the Central Railroad of Iowa in respect to said township, so far as to entitle said company to the sum of forty-five thousand dollars, that being the sum now ordered and drawn for by the president of said company.

We further certify that the contract between the sai company, and

all agreements and statutes, has been so complied with as to en-
463 title said company to said forty-five thousand dollars, this May
18th, 1872.

(S'g'd) O. B. BARROWS,
(") W'M JOHNSON,
(") D. J. ALLEN,
Trustees Marshall Township, Marshall County, Iowa.

STATE OF IOWA,
Marshall County:

I, E. R. Jones, clerk of the district court of Iowa, in & for Marshall County, hereby certify that the above and foregoing is a full, true, and complete copy of Ex'ibits D & E, attached to a certain petition filed in said district court on the 7th day of October, A. D. 1872, in which G. M. Woodbury was plaintiff, and the Central Railroad of Iowa was defendant, as the same remains on file in my office.

464 In testamony whereof I have hereunto set my hand and affixed the seal of said district court, at my office in the city of Marshalltown, this 5th day of June, 1875.

[SEAL.] (S'g'd) E. R. JONES, *Clerk*,
By W. H. HAMMOND,
Deputy.

(Endorsed:) G. M. Woodbury vs. Cent. R. R. Co., Iowa. Certified copy of Ex'ibits D & E.

465 District court of the United States in and for the circuit of Iowa.

FARMERS' LOAN & TRUST CO.
THE CENT'L R. R. CO. OF IOWA & OTHERS.

On petition of D. N. Pickering, as receiver of the above-named def't, for an order of court empowering & requiring him as such receiver to remove the machine & repair shops from the town of Eldora, on the line of said road, to the town of Marshalltown, I, John W. Gilman, do make oath and say that I was employed in the business of the Central R. R. Company of Iowa from the time it was in operation, on the 16 day of October, 1867, until June 1, 1873, and I was assistant
466 treasurer of that co. from and after the 16th day of March, 1872, until June 1*th*, 1873, and during all the time I was employed as aforesaid I was general freight agent of said company.

I further say that in my capacity as said employee of said co. I had full knowledge of the supposed contract set out in the petition of the said D. N. Pickering.

I further say that, of my own knowledge, as employee of said company, a round house of stone, of 18 stalls, was constructed by said Central R. R. Co. of Iowa, in said Marshalltown, a foundation laid for a machine-shop, and a water-tank partly constructed for the use of said round-house, all of which was done by the said Central R. R. Co.
467 of Iowa, after the date of said contract of May 5th, 1871, and after the 1st day of June, 1871, on which date the said petition avers that said tax was voted.

I further say that the round-house was so far completed as to be occupied before the 1*th* day of May, 1872, and to the best of my recollection, the aforesaid foundation was also completed at that time, or very soon thereafter.

I further say that in my capacity as employee of the said company at that time, I computed the amount of expenditure. I have not the papers now before me, but my recollection is that the amount was between 45,000 and 50,000.

I further say that it was my understanding, at the time, that
468 the said contract was broken by the people of Marshalltown by
reason of their refusing to pay the amount due from said Marshalltown to said Central R. R. Co. of Iowa, by virtue of said contract and by reason of the aforesaid expenditure.

I further say that the aforesaid round house has been burned, and I am advised that the insurance policies on it had expired before it was burned, and that there was no insurance on it at the time it was burned, and consequently the burning was a loss to the co.

I further say that I am advised that the board of trustees of Marshall Township, Marshall Co., Iowa, composed of O. B. Barrows, William
Johnson, and D. J. Allen, on the 18th day of May, 1872, made a
469 certificate and order for the payment of the said $45,000 of tax
refer'ed to by said Pickering, to the said Central R. R. Co. of Iowa,
which order is in the following words:

STATE OF IOWA.
Marshall Co.:

We, the undersigned, trustees of the township of Marshall, Marshall Co., Iowa, do hereby certify that the provision of the act entitled "An act to enable townships to aid in the construction of railroads," approved April 12, 1870, have been complied with by the Central Railroad of Iowa, in respect of said township so far as to entitle said company to the sum of forty-five thousand dollars, that being the sum now ordered
and drawn for by the president of said company.

470 We further certify that the contract between the said company,
and all arguments, and *and* statutes has been so complied with as to entitle said company to said forty-five thousand dollars, this May 18th, 1872.

(Sig'd)
O. R. BARROWS,
W. JHONSON,
D. J. ALLEN,
Trustees, Marshall Township, Marshall Co., Iowa.

I further say that some time after the date of the above order suit was commenced by J. S. Britton & others, and also a suit by G. M. Woodbury & others, in the district court of Marshall County, Iowa, by injunction against the Central R. R. Co. of Iowa, and the treasurer of Marshall Co., Iowa, and others, to enjoin the treasurer of Marshall Co. from collecting the said tax and to prevent said tax from being paid
over to the said Central R. R. Company of Iowa, and the injunc-
471 tion was allowed by competent authority, & issued and served,
and the people of Marshalltown refused to pay their said tax, by reason of which I understood at the time that the said contract was broken by the said people of Marshalltown. I further say that the erection of the buildings described in said contract was suspended, and not resumed, as I believe, by reason of the people of Marshalltown not complying with the terms of said contract.

(S'g'd) JOHN W. GILMAN.

Subscribed & sworn to by the above*d*-named John W. Gilman, in my presence & before me this 9th day of June, A. D. 1875.

[SEAL.] (S'g'd) E. W. EASTMAN,
Notary Public of Hardin Co., Iowa.

472 (Indorsed:) Farmers' Loan & Trust Co. v. The Central R. R. of Iowa. Answer to petition of D. N. Pickering & others for removal of shops from Eldora. Platt Smith, E. W. Eastman, John Porter, att'ys for respondents.

473 On the 2d day of July, 1875, there was filed in said clerk's office certain papers in the matter of the removal of car shops, true copies of which are as follows, to wit:

474 Depositions of witnesses produced, sworn, and examined on the part of Eldora, at Eldora, Iowa, on the 3rd day of June, A. D. 1875.

JOHN PORTER:

A short time after the project of building a line of R. R. from Ackley
to Eldora, a meeting was fixed by the friends of project, C. C. Gilman
and others, to be held in the city of Dubuque, the chief purpose of the
meeting, as understood by myself & others, was for the purpose of as-
sertaining what the people of Eldora & vicinity would do to further the
enterprise. The matter we were called upon in relation to, what we would
do, was to determine how much coal-land would be given & how, also
the right of way was the subject of consideration & also depot ground
at Eldora. In talking about the depot grounds in Platt Smith's office,
the amount of 30 acres was spoken of by C. C. Gilman & others; con-
siderable was said about it, the whole particulars of which I can't now
relate. I do remember he stated as a reason when we objected
475 to giving 30 acres that doubtless the machine-shops would be
located here, & that 30 acres would be required to meet the wants
of the company. We finally agreed upon that quantity of land, & it
was subsequently conveyed to that company. I conveyed the land to
W. J. Moir; he & M'r S. Rice owned ⅓ of land conveyed & I owned the ⅔ of
land. The conveyance was in that form. As I was absent from home,
M'r Moir was to convey to the R. R. when matters were fixed up.

I understood from M'r Gilman and other officers & agents of the co.,
that all that myself and others were doing here was in a twofold, so to
speak, consideration. We were desirous, in the first place, of securing a
line of railroad, and we also considered the further advantage of the
location and operation of the machine-shops. I don't know that our
people would have given so liberally for the purpose of inducing a rail-
way only, and can't say that they would not, but I can say that the tax
or amount contributed by our people was exceedingly heavy,
476 and I know the machine-shop matters was talked of very fre-
quently at our meetings. I know that I gave 10 or 11 acres of
coal land. I was on a bond with about 40 others that paid the right of
way from Ackley to this place, large amounts of money from time to
time, 20 acres of land individually, where the depot now is, and I gave
it with the express understanding that the machine-shops should be es-
tablished here permanently, and it was also understood and stated by
M'r Gilman to me and others that the passenger depot should be this
side of the land I have stated as having given.

Cross-examined by T. Brown:

This land referred to was given to Eldora Railroad & Coal Co., which
run from Ackley to Eldora. I don't remember whether the deed was
made to M'r Noyes who held title in trust, conveyed to the Eldora R. R.
& Co. Co., I, River R. R. Co. I think about the year '70 there was a talk
among our people what they would do to get or to keep the mac-
477 shops. It grew out of the fact, as I understood it, that the peo.

ple of Marshalltown was offering a bonus to get them at Marshalltown. At the time of this talk last referred to the road had been extended. My recollection is a co. had been organized down at Marshalltown. The subject was brought up in some rivallry. I don't know how now; I never took any active part in it myself to any considerable extent. My belief is that the west shops, that west of the turn-table, are on that 30 acres. I give it as my belief; mean the east line of the 40 passes through where the shops are; perhaps, though, some are of the shop-buildings. The original incorporation named the Ackley & Eldora as the terminal points of the Eldora Railroad & Coal Co., but the talk always was that the project would be extended, carrying the road both north and south. In 1868 a corporation was organized for the construction of a road north of Ackley, in the direction of S't Paul; that organization was a seperate one from the I'a R. R. Co., then engaged in projecting its road south, but it was contemplated that the two would be
consolidated in some manner. The M. C. shops here were built
478 about 1869, I think, by the I'a R. R. R. Co. I notice in hearing
the above testimony read over the statement that M'r Gilman
said the machine-shops would doubtless be located here. That don't convey my meaning. M'r C. C. Gilman & M'r Platt Smith & M'r W'm Green, as my memory now serves me, were all present at that meeting in Dubuque, and they all said that the M. C. shops should be located here if our people would secure the right of way from Ackley to Eldora, give 30 acres of land for depot purposes, as it was called, and give a certain quantity of coal land in fee-simple and a certain quantity by lease, all of which our people did do, as I understand it.

(S'g'd) JOHN PORTER.

The following objection was made to the testimony of M'r Porter at the time testimony was offerred, to wit:

1st. The contract sought to be proved is a parole contemporaneous agreement made before the execution of the deed to the land and the deed is the best evidence of the contract showing for what purpose the land was conveyed.

479 2nd. The contract was not made with the Central R. R. of Iowa or any officer thereof, but with the Eldora R. R. & Coal Co., a corporation undertaking to build a road under its charter only from Ackley to Eldora; the evidence is entirely immaterial.

Objection sustained.

M'r S. F. Lathrobe testified as follows on the part of Eldora:

I was a member of the Eldora Steamboat Rock Coal Co. I was one of the parties that negotiated the sale of its lands to Eldora R. R. and Coal Co. I was was present at all meetings.

(M'r Brown made the same objection as to M'r Porter's testimony above.)

M'r Huff & M'r Moir & M'r Noyes, also Judg' Porter, were with me at a meeting in Dubuque. I was a director in Eldora Railway & Coal Co. Mess. Huff & Moir were also directors.

Witness' testimony going to prove same matters as preceeding witness, objection sustained.

480 W. J. Mois, sworn, testified as follows:

I held the *the* title to the N. W. $\frac{1}{4}$ N. E. $\frac{1}{4}$ 7, 87, 19 in fee simple. $\frac{5}{6}$ of it I held in trust and one-sixth I owned—$\frac{3}{6}$ for Judge Porter, $\frac{2}{6}$ for

Sylvanus Rice—and on the 18th July, 1867, I deeded the undivided ¾ of that 40 to the Eldora Railroad & Coal Company.

Int. What was the consideration of that deed?

(Objected to by M'r Brown, as the deed is the best evidence. Objection withdrawn.)

Ans. In the winter of 1869, I attended a meeting of the directors of the Eldora R. R. & Coal Co. in the city of Dubuque, Iowa. At that meeting the pres't of that co., C. C. Gilman, and the directors said they must have 40 acres of land near Eldora whereon to erect depot, side-tracks, shops & coal-shed, warehouses, & might have been others. I can't say what kind of shops were mentioned. I and Judge Porter contended than ten acres was enough, as we desired to retain a portion of this land. Some considerable talk of that kind was had. Finally the co., through its officers, said they could get along with 30
481 acres, but must have that; and after considerable entreaty, and upon the promise of M'r Huff, a citizen of Eldora, that he would do what he could to raise something for Judge Porter, who was giving the most, Judge Porter and I agreed that they should have the 30 acres, provided we could get M'r. Rice to give the 30 acres and a fraction; and this land was thus given to the co. with the direct understanding and agreement that Eldora should be the headquarters of the road & that they needed that much land whereon to erect the necessary shops for the road.

Cross examined by M'r Brown:

The directors at that meeting present were myself, H. L. Huff, C. C. Gilman, Salon F. Lathrop, Platt Smith, directors of the Eldora Railroad & Coal Company, and this talk was among ourselves and others. The city had no officers then; was not incorporated. There was no one appointed by the township officers to attend that meeting.

Redirect:

My main object in going there, although I was a director, was
482 to represent the interests of Eldora. I resigned my directorship at that meeting. I could not swear that at this time I was appointed to go to Dubuque. M'r Huff & myself had been several times appointed to go there by the citizens of Eldora. Petitioners for the removal of shops admits that it would be against the interest of the town of Eldora to take the shops away.

Int. State whether or not it would be an injury to the town of *of* Eldora to have the shops removed from Eldora.

(Objected to by petitioners.)

Ans. Most assuredly it would.

(S'g'd) W. J. MOIS.

483 M'r W. S. HUFF, being sworn, deposed as follows:

I reside at Eldora, I'a. Have so resided since May, 1855, the most of the time.

Int. Have you any knowledge about any consideration in consequence of which the machine-shops were erected at Eldora that are now standing here; if so, state what you know?

(Objected to by council for petitioner as irrelivant. Objection overrulled.)

Ans. My recollection of the matter is this: At the time we were carrying out the project of building a R. R., which was originated at Eldora, from Ackley to this place, M'r Mois, Judge Porter, myself, of Eldora, M'r Lathrop, of Steamboat Rock, visited Dubuque with the view of consum'ating an arrang'ment with gentlemen there who represented the capitalists, through whom we expected to obtain the means 484 for the erection of the road. Before this a company had been organized at Eldora called the Eldora & Steamboat Rock Coal Co., for the purpose of procuring coal lands to turn over to a new company for the building of the railroad, of which I was president & M'r Mois, at that time, sec'y. At this visit alluded to, Judge Porter, M'r Mois, and myself visited Dubuque for the express purpose of representing Eldora and its people. I am not certain whether this visit was made Jan'y, '66, or Feb., 1867. Can't fix definitely; but I think within that time it was talked over at different times. We were required to furnish to the Eldora R. R. & Coal Co. a fee simple title to at least a section of coal land, which we did, and, by lease, enough more to make the aggregate somewhere near 1,600 or 1,700 acres. We were also required by that company at that time to furnish 40 acres of land for depot purposes, &c., and right of way from Ackley here. This demand was made by Platt Smith, who was prime mover of the enterprise, representing Dubuque interests, and the capitalists, at the time, by C. 485 C. Gilman, the pres't of the co., and I think by both Geo. & W'm Green, also directors of the co. At the time there was objection made by us representing Eldora to furnishing so much grounds for depot purposes, our folks thinking 10 acres would be amply sufficient; when we were told they would need lands for work and repair shop purposes, and after some controversy upon the question between the representations of the people of Eldora and the co., it was agreed to give them 30 acres of land upon the express condition that it be used for depot, warehouse, and workshop purposes, and the same were to be located thereon; and upon these conditions only were the 30 acres of land deeded to the company, and upon no other conditions could have the 30 acres of land have been gotten from the people of Eldora. This agreement and understanding was made with the pres't and directors of the Eldora R. R. and Coal Co.

The shops were subsequently erected in pursuance, as I under- 486 stood, of the agreement between our citizens and the company, and I suppose' until recently that the whole of the main machine-shops was erected on the 30 acres of land donated in part for that purpose, but am informed now that but a part of it is on the 30 acres. I think, but am not positive, that the greater portion of the work and repair shops was built by the I'a R. R. R. Co.; some portion by the Central R. R. of Iowa.

Cross-examined:

No writing was made at Dubuque. I can't say positively whether the Eldora R. R. & Coal Co. commenced the errection of the repair and work shops or not.

Redirect:

The land was conveyed for the purpose for which they were demanded by the Eldora R. R. & Coal Co., and I think conveyed to that co.

(S'g'd) HENRY L. HUFF.

487 JOS. EDGINGTON testifies as follows, on the part of Eldora:

I reside at Eldora, Hardin Co., Iowa; have so resided since 1856. The depot stands on the N. W. ¼ of the N. E. ¼ sec. 7, 87, 19. I owned the N. E. ¼ N. E. ¼ 7, 87, 19, from 1865 till after the building of the railroad. A portion of the machine-shops were erected and are now stand ing on a portion of the said N. E. ¼ of the N. E. ¼. I think the greater portion of the blacksmith's shop, machine-shop, and two long buildings —I don't know what they are called—also the tin-shop and turn-table, stand on that 40 acres. There was conversations at different times between M'r Gilman & me. There was a verbal agreement between M'r Gilman & me. The machine-shops were to be built on that ground, and he was to remove some buildings or shanties from that block north.

I think when we first commenced to talk about it I had not platted it, but
when I deci'ed it it was platted. The blacksmith-shop, machine-
488 shop, and turn-table were put up before I made the deed, or a
portion of them. I made a deed to block 9 in Edgington's add. to Eldora, on which the shop' named were erected. A portion of the shops were erected before the land was laid out into lots and blocks.

The first deed I made I am inclined to think was destroyed, as I hav'n't seen it since that time and don't know anything about it. It was destroyed because M'r Gilman thought it would be objectionable to Eastern men, because it recited that the shops were to be built and the shanties removed that I have mentioned. There was no other consideration for the land. M'r Gilman wanted a deed before he built further shops. There was one shop built and a turn-table, and there were to be other shops built. I made another deed. I delivered it to M'r Jno. Gilman. I think M'r John Gilman was an officer of the Central R. R. of Iowa. I haven't that deed now, and it isn't in any way under my control.

There was no consideration for making the last deed other than what I
have stated for the first *for the first.*

489 Question. How was the consideration paid which is stated in
the last deed which you made—that is, in what was it paid?

(Objected to by peti'n's att'y as immaterial, irrelevant, not the best evidence, proving the contents of the deed by parole, and attaching conditions to it. Objection sustained.)

The respondent asks the officers of the C. R. R. of Iowa to produce the original deed, and they answer that they haven't it here and can't produce it at this time.

The respondents then introduce the record of the original deed, being the same that was introduced yesterday.

The respondents now offer to prove that what was stated in the deed as consideration as $500 was not paid in money, but was paid in part by shops then already erected and to be paid in other shops to be erected on
the ground conveyed by that deed, and that the shops now erected
490 being operated there are the considerations and only consid-
erations ever received for that block or lot of land on which the shops stand, excepting that some buildings were to be changed around to accom'odate them to the streets, most of which has also been done.

(Petitioners object to the above evidence on the same ground as to that of Huff, Mois, & Porter.

Objection sustained.)

Question. You have spoken of making your agreement with M'r Gilman. What Gilman do you mean and what office did he hold at the time you made the agreement and made the deed?

Ans. Chas. C. Gilman. He was understood by us here to be pres't & gen'l sup't of the Central R. R. Co. of Iowa.

(S'g'd) JOSEPH EDGINGTON.

491 **JOHN W. GILMAN**, being sworn, deposes as follows:

Question. Where did you reside and what office did you exercise in the years 1869, 1870, 1871, 1872?

Ans. In the year 1869 I resided at Eldora, Iowa. I was gen'l freight agent of Cent. R. R. of Iowa and general agent of I'a R. Railway Co.—was gen'l fr'ght ag't of both co's. In 1870 I was acting in the capacity of gen'l fr'ght ag't of Central R. R. of Iowa. Resided part of the year at Eldora and part at Marshalltown. Think I went to Marshalltown in July. In 1871 I resided in Marshalltown in the same capacity; also the same 1872, except I was, in addition, assistant treasurer, commencing about the middle of March.

Question. Can you state what buildings has been erected at Eldora for shops by the I'a R. Railway Co. or its predecessor?

492 Ans. I am not quite clear on that—about the number of buildings built by the I, R. Railway Co. Am sure the engine-house was built by that co. I think the long building running parallel with the main track was built by that company also. The engine-house is the one now used for the machine-shops, and has the engine and power in it. The Central R. R. Co. of Iowa have built what is called paint-shop, which is the east building that faces the machine-shop proper, one standing one side of the turn-table and the other the other side.

Question. Have you any knowledge of money being expended in Marshalltown by the Central R. R. Co. of Iowa in erecting a round-house and other buildings aside from a depot-building?

Ans. I have; one round-house, turn-table, and necessary tracks to it, and a foundation of a machine-shop, and a foundation for a water-tank

493 which was designed for the use of the round-house. The tank was not completed at the time I left the road. After the second payment by the Marshalltown people there was money expended that I don't remember about now, but previous to that had expended about $45,000.00—not far from that.

Question. Have you any knowledge as to whether or not the Central R. R. Co. of Iowa claimed to have performed its part of the contract in reference to building its shops at Marshalltown and made a demand for the tax voted or any part of it? If so, state what you know on the subject.

(Objected to by att'y for petitioners as immeterial.)

My purpose in putting this interrogatory is to know by this and other witnesses and by documentory evidence that the Central

494 R. R. Co. of Iowa, previous to the 18th day of May, 1872, and principally previous to the first day of Jan'y, 1872, the Central R. R. Co. of Iowa so performed its part of the contract set out by the pet'n'rs in this case as to entitle it to the $45,000 of tax named in that petition, and that demand was made for the money, and an order made by the township trustees for the payment of it in accordance with law, and that the people of Marshalltown neglected and refused to pay that tax, and that, by virtue and by reason of that neglect work was suspended, and that the contract was thus broken by the people of Marshalltown. I propose further to show that the further errecting of shops at Marshalltown, in accordance with that contract or by virtue of that contract, would be injudicious, as it might create new liabilities upon the part of the company and waive the latches and refusal of the people of Marshalltown by which the contract is broken.

Which testimony the master declined to receive because the same is not pertinant to the enquirries directed by the court.

495 Question. Would the advantage to be gained in the economical

working of the shops at Marshalltown be eaqual to the injury of the shops in tearing them down and moveing them for the length of time above spoken of?

Ans. I have already stated that, in my opinion, the saving of the company in the operation of the shops would be small, and the damage to the buildings in moving them would be considerable, which is about as near as I can get at it.

Question. Which is the nearest to the center of the road as now constructed—Marshalltown, or Eldora?

Ans. It is 81 miles from Eldora to Northwood, and 109 miles from Eldora to Albia, and 109 from Marshalltown to Northwood, and 81 from Marshalltown to Albia.

Question. Do you know where the 40 acres of land lies in Marshalltown that is claimed to have been conveyed to the Central R. R. Co. of Io. by virtue of this contract?

Ans. Yes.

496 Question. Are you acquainted with the value of that land and land in vicinity of that 40 acres for R. R. purposes without any improvement whatever; and, if so, what is it?

Ans. I don't know what it is worth, because I am not enough acquainted with the value of land there to be an expert.

Question. What portion of that land or about what portion of that land is it necessary for the R. R. Co. to have for the express purpose of operating the road and constructing & operating the machine-shops and other buildings, as contemplated by that contract?

Ans. For those buildings now constructed and in process, only a small portion of that 40 acres would be absolutely necessary. I couldn't give it in acres—it would be guess-work. It would be my opinion that only a small portion of the 40 that is in use or liable to be in use for some years.

Question. What company procured the depot?

Question. Who was pres't of the Eldora R. R. & Coal Co. and Iowa River Railway Co.?

497 Ans. C. C. Gilman was president during the whole existance of those companies, the same C. C. Gilman who was afterwards pres't & gen'l sup't of the Central R. R. Co. of Iowa.

Question. Can you name who the directors were or a portion of them of the Iowa R. R. Co. at the time of the transfer to the Central R. R. Co. of Iowa?

Ans. C. C. Gilman, pres't, Tho's Kensett, V. P., R. A. Babbage, treas'r, Cha's Callins, sec'y; directors were C. C. Gilman, H. L. Huff, Wells S. Rice, F. W. H. Sheffield, Henry L. Stout, H. P. Liscomb, Horace Abbott, Tho's Kensett, and Jno. S. Gilman; and at the same time, being the time of the transfer, C. C. Gilman was president, and the directors were C. C. Gilman, Horace Abbott, Tho's Kensett, Jno. S. Gilman, F. W. H. Sheffield, A. L. Hatch were officers of the Central R. R. Co. of Iowa, and some others I don't recollect.

Question. Have you been acquainted with the general management of the road?

Ans. I was.

498 Question. From your knowledge of the way the road has been managed heretofore and your knowledge of what is necessary to be done for this road by or in the machine-shops, what particular advantage or disadvantage would it be to the company to let them remain where they are and operate there where they are for a year or more to come?

Ans. My opinion is that if the works are sufficient to do the work of the co. it would be no great disadvantage to leave them here for a year. I don't see why the work couldn't be done with about the same economy here as there in the same shops.

Question. Now state what would be the effect to the buildings themselves to tear them down and move them away.

Ans. It would, of course, entail considerable loss to tear down and move them ground and right of way connected with it in the city of Marshalltown, and erected the depot.

(Objected to by att'y for petitioners as irrelivant and not per-
499 tenant to the directions of the court; objection overruled.)

Ans. The Iowa River Railway Co.

Question. Do you know whether the Iowa R. R'way Co. purchased any additional ground beyond the depot ground proper as first laid out?

Ans. I don't remember.

Question. Do you know whether the Central R. R. Co. of Iowa purchased any additional land?

(Objected to as irrelevant and not pertenant to the inquiries directed by the court. Objection overruled.)

Ans. Yes.

Question. Do you know whether the ground you speak of that was purchased by the Cent'l R. R. Co. of Iowa, outside of the original depot grounds, was paid for and taken possession of by the company; and whether it was conveyed to the company by other conveyance than that which conveys the 40 acres that you have been speaking of?

500 Ans. It was paid for and taken possession of by the company. I don't know as to conveyance; never saw the deeds.

Question. Which side of the original depot ground did that land lay, and did it join it?

Ans. On the south side, adjoining the depot grounds.

Question. Can you tell whether any part of the round-house that was built then, or the turntable at the round-house, or the foundation for shop that was put in there, about which you have testified, was on that ground so purchased? If so, state what you know in reference to it, and how much stand on the 40 acres.

Ans. Can only testify from what has been told me. It was out of my department and something I would not be informed on.

Cross-examined:

Nar'ation:

501 It is convenient to have m'c'shops & round-house where the gen'l offices are. It is more convenient to change engines at end of divisions. It places departments more under view of gen'l officers. It might & might not save transportation. The way this road is situated supplies come from east and south. It would save hauling on Central R. R. at all if it came to Marshalltown. When I spoke of the advantage and disadvantages of moving shops I referred to a limited space of time. I have answered it would be more convenient to have machine shops and round-houses at divisions.

(S'g'd) J. W. GILMAN.

F. B. WOODRUFF sworn, testified:

I reside in Eldora. I am master mechanic for the C. R. R. Co. of Iowa. I have been here in those shops a few days over 3½ years.

Question. Will you state whether or not the good of the road or R.

R. Co. from all present appearances, so far as your knowledge extends, will for 12 or 18 months to come require the removal of the machine-shops from Eldora to Marshalltown any more than it has for the two years last past? 502

Ans. The work is increasing, not decreasing, in that department. It would be dependant upon the work to be performed. It would be a question of economy for the co. to decide that. I couldn't answer. It is for the interest of the road to get the departments together at one point or the other. There is an amount of work that has to be shipped from Marshalltown here and from here to Marshalltown that is considered at Marshalltown invariably as an operation at the head of the departments here. I have an opportunity and have dealings with directly two other departments—chief engineering dep't and car dep. Nearly all material in the way of car-wheels, car-axles, bolts, &c., for the car dpt. pass directly through this dep't and back again to car dep't at Marshalltown, also all the material and work for chief eng'r, such as track tools, repairs of frogs, and making new rail-frogs, switches, bolts, &c., the same—all repairs on turn-table, in fact all iron-work for that dep't pass through this dep't same as for car dep't, and this material is all shipped from Marshalltown here and worked up and shipped back to Marshalltown. This has been so ever since I have been here. The car department has increased since road was completed. The civil eng'r dep. is about the same. 503

Cross-examined:

In the mechanical dep't the m. mechanic having charge of the motive power, eng'rs, firemen, and other employees, cannot properly supervise the working of the department without having shop and round-house together. One great object in having them together is this: many times there is work, slight repairs, lathe & planer work, which cannot be done to engines unless round-house and shop are contiguo's to each other. As it now is this class of work *if* left undone until such times as engines are disabled and have to be sent to shop for repairs. Have got just such a case as that on hand now.

504 Redirect:

If the round-house and headquarters was at Eldora, it would require no change but get them al' together somewhere. The only difference then would be the extra hauling from Marshalltown here or Ackley here, according as where it come from. Much of the material that comes here is reloaded from northwestern cars into our cars at Marshalltown. The facilities for water are much better at Marshalltown than here.

(S'g'd) F. B. WOODRUFF.

MASTER'S OFFICE.

I, the undersigned, do hereby certify that the foregoing witnesses were produced before me at the town of Eldora, in the State of Iowa, on Wednesday, the 30th day of June, and 1st of July, 1875, and were by me sworn, and were examined before me, and their testimony reduced to writing in the form of the foregoing depositions, and that the same was by them sworn to and subscribed before me.

(S'g'd) P. T. LOMAX,
Master in Chancery.

505 The petitioners ask the master to exclude all the testimony of John Porter, J. W. Mois, & H. L. Huff, showing or tending to

show that the declarations of the officers & parties intrusted in the Eldora & Steamboat Rock Coal Company, the Eldora Railroad & Coal Company, & Iowa River Railroad Company, to the citizens of Eldora, touching any promise to erect & maintain the machine shops—

1. Because said evidence is incompetent, irrelevant, & immaterial, in this, that said evidence consists only in parole cotemperanious statements made before any conveyance of the land to the said companys, & there is no conditions in the deeds attaching any conditions to the same, & nothing named and stated in the deeds showing the retention errecting or maintaining the machine work or repair shops were any part of such consideration for the same.

2d. Parol evidence of oral declarations is insufficient in law to attach a condition to the deeds, & such evidence should be excluded under the statute of frauds.

506 3d. The evidence shows no valid or legal contract showing the R. R. Co's or any of them are under any obligation not to remove said shops from Eldora.

4th. There is no legal consideration for the premises, and the Central R. R. Company of Iowa are not bound by such contract.

The respondents in offering the evidence offer it for the purpose of showing a verbal contract never reduced to writing, & for the purpose of showing that the deeds of the lands conveyed were not the contract but were executed in fulfilment of the verbal contract, and that the building of the shops was the fulfilment of the verbal contract, & that the deeds & land conveyed thereby were the consideration of the verbal contract for building the shops; and that by the execution & delivery of the deeds & buildings of the shops & operating them in Eldora was a performance of the contract to that extent. Objection of petitioners sustained by master, and the respondents then & there excepted.

507 (Endorsed:) Depositions of witnesses taken before master at Eldora, Iowa. Filed July 2, 1875. George B. Corkhill, clerk.

508 In the circuit court of the United States in and for the district of Iowa.

FARMERS' LOAN & TRUST CO.
vs.
CENTRAL R. R. OF IOWA.

Caption.

Depositions of witnesses produced, sworn, and examined in the above-entitled cause before P. T. Lomax, one of the masters of said court, on the 29th day of June, A. D. 1875, at the city of Marshalltown, in the State of Iowa, taken under an order of said court dated June 22nd, A. D. 1875.

D. M. PICKERING, being produced and sworn:

I know the signatures to petition of New York committee of first mortgage bondholders, Richard L. Ashurst, of Phila.; Tho's B. Reed, of Portland, M'e; Edmund Wetmore, of N. Y.; they are the com. of the 1st mort. bondholders. The next com. is John H. B. Latrobe, of Baltimore, M'd; Peter Starr, of N. Y.; Geo. T. N. Davis, of New York,
509 com. of second mort. bondholders; the signatures are genuine.

I am acquainted with all of them. I am acquainted with two of the signatures of the Boston com.; they are a com. of the 1st & 2nd mort. bondholders; they so sign themselves to this petition. I am familiar with the signatures of all the directors who sign petition and know them to be genuine. I am the receiver of the C. R. R. of Iowa. I commenced my r. r. experience in 1833. I was about 17 years in one employment for the Boston & Worcester R. R.; was master mec. I was sup. of the So. Reading branch and the Essex R. R. and of the united roads of the Salem & Lowell during the years of '51 & '2, & was sup't of the Norfolk Co. R. R. immediately succeeding that last mentioned; I was gen. ag't & sup't of Boston & New York Central R. R. immediately succeeding last mentioned; have been about seven years sup't before coming to this road. During the 17 years I was with Boston & Worcester Road I had the whole care of mechanical part of road; since that time, for 12 years, have been director of a road & building engines (Marion) and machinery.

510 Question. Are you able to state the cost and expense of removing the machinery and machine shops that are now at Eldora belonging to this road and rebuilding them here with such other buildings to be erected here as would be sufficient to meet the requirements of the Central R. R. of Iowa?

Ans. I am.

Question. You may now state what such cost would be.

(Objected to by att'y for Eldora. 1st. This petition is based upon a contract set out in the petition; by the conditions of the contract its conditions were to be carried out by the co. during the years 1871 & 1872, by expending money to the amount of $75,000.00, and the performance of a contract is presumed to have been made during the time by the Cent. R. R. of Iowa. 2nd. The money was to be expended in a special way in erecting buildings specifically described in the contract, and only in that way can the Cent. R. R. of Iowa perfect its right to the consideration to be paid, and any expenditure of any less amount than that provided in the contract will not entitle the Central R. R. Co. of I'a to the consideration to be paid.

511 3. It is not shown that the 4th art. of the cont. has been complied with by the people of Marshalltown. Objection overruled.)

Ans. It would be necessary to put up a building for a machine shop, preliminary to the removal of the buildings now at Eldora. The cost of a building sufficient to accommodate the business of the road, together with the buildings at Eldora when removed & erected here, can be accomplished at a cost not exceeding $19,000.00. For the removal of the buildings at Eldora and the erection of them here, would not exceed $2,500. The tracks into the buildings would cost about $5,000, the balance, $10,500, would be expended in the new buildings.

Question. Do you know the costs of the foundation now erected at Marshalltown and still remaining?

Ans. I don't exactly recollect. There is a foundation remaining which was put up before my connection with the road. It is a good and sufficient foundation for any building.

512 Int. Is it necessary for the convenient operation of the road in con'ection with the location of its general offices, for the removal of its general machine shops to Marshalltown?

(Objected to by att'y for Eldora, for the reason that the evidence is not within the power and jurisdiction of the court. Overruled.)

Ans. I consider it a very decided advantage (pecuniary) to the C. R. R. Co. of Iowa, to have all its shops at Marshalltown, not taking into view the consideration of money paid by the town of Marshall.

Int. Are the locations of the shops all on the land conveyed by the township?

Ans. I so understand them to be.

Int. What is the value of the land conveyed by the trustees with the improvements thereon?

Ans. Land and buildings are worth nearly $100,000.00.

Int. I will ask, if without this land could the company do its
513 business; without this land would they have to condemn it if the
title was forfeited under the conditions of the deed?

(Objected to by att'y for Eldora, for the reasons that the question itself presumed that the R. R. co. had not already got this land when this contract was made, or so much of it as was needed for R. R. purposes. The records introduced show that at the time the contract was made the depot was here, and that the C. R. R. Co. had purchased the depot and depot grounds. Overruled.)

Ans. The company would have to acquire a title.

Int. What is the value of the land occupied by the C. R. R. Co., this 40 acres in question, without the improvements for R. R. purposes?

Ans. I think it would be cheap at $10.00 per acre for R. R. purposes.

Cross-examined by E. W. Eastman, att'y for Eldora and others, and Platt Smith, as att'y in the case.

Int. 1. What improvements do you refer to?
514 Ans. I refer to round house, tracks, foundation for water tank,
foundation for shops, coal house, and all appurtenances on the ground.

X. 2. Do you know that the coal house stands on the 40 acres described in the contract?

Ans. I think I do.

X. 3. Do you know that the foundations for machine shop stands on 40 acres described in contract?

Ans. I so understand it to be.

X. 4. Is the foundation for the shops you describe on the 40 acres to be given by the town?

Ans. I think it is.

X. 5. Is the turn-table for the round house on the 40 acres?

Ans. I so understand it.

X. 6. You described red marks on this platt as embracing property
owned by the C. R. R. of Iowa. Do you mean to be understood
515 that all that land by you described is a part of the 40 acres described in the contract?

Ans. I have described by a red line on that map covering all the depot grounds and right of way of which the 40 acres is a portion.

X. 7. Can you designate what part is the 40 acres and which is not?

Ans. I stated in my direct that I had not traced out the exact lines, but the deeds will show.

X. 8. Do you not know that those deeds to which you refer cover a large portion of ground that was conveyed to the C. R. R. of Iowa, by the Iowa River R. R. Co.?

Ans. I do not know any such thing.

X. 9. Do you not know that the C. R. R. Co. of Iowa, constructed a round house and expended money sufficient to entitle it to this 40 acres of land, and to the tax that is described in that contract?

Ans. I will state what I do understand. I understand the Central
R. R. Co. to have built the round-house tracks, turning-table
516 foundations. The sum of about $70,000, I think a little less,
$20,000 of which was paid by the township of Marshall, $10,000 in cas', $10,000 in notes of tax payers. I also understand the court has decreed the tax to be legal and collectable.

X. 10. Do you not know that the Central R. R. of Io. made a demand for the $45,000 tax, and that the township trustees certified under the statute under which the tax was voted that the Central R. R. Co. of Iowa had so far complied with the law and the contract as to entitle it to the $45,000 tax, and all before either of the suits was commenced for the collections of the tax?

Ans. I do not know of the fact, if it be one, for the reason that I am not informed.

X. 11. You testified in reference to committ*ies* of *of* different bondholders. Do you mean to say that they are committ*ies* of all the bondholders, or only a part of bondholders?

Ans. I mean to say they are committe's appointed by different meetings of bondholders, representing all classes of bonds.

517 X 12. Do they represent all the bonds in each class?

Ans. I do not understand that they represent all the bonds, as the amount represented is less than the whole amount of bonds, but they represent a large majority of each class.

X 13. Were you superintend*a*nt or ass't superintend*a*nt at the time the improvements of which you have spoken, embracing round house, tracks, turn table, & foundations for shops were made?

Ans. There was work done on them after I came here.

X 14. What portion of the round house has been burned, and when was it burned?

Ans. The roof of the round house was burned off Dec. 30th, 1873, and the front of the building fell out.

Redirect:

Red. 1. Do the committees which have petitioned the court for the removal of the shops represent a majority of all the bondholders?

518 Ans. They do represent $2,800,000 of about $4,650,000 of entire issue.

Re-D. 2. Can the removal of the shops from Eldora to Marshalltown and the necessary buildings be built and re-erected here for the accommodation of the machinery be effected without disturbing the earnings of the road? If so, state particulars.

Ans. They can, without infringing a dollar upon the earnings of the road.

Recross-examined:

R.-C. 1. Whence came the funds and in what do they consist which you can use to build buildings at Marshalltown and remove shops from Eldora without infringing upon the earnings of the road, and without infringing upon money or property covered by the mortgages?

Ans. $15,000 from the city of Marshalltown, which I do not consider, under the present status, the mortgage to cover, but if expended would cover when laid out and the buildings erected here, together with
519 subscription notes, ariseing $4,000, contributed for the purpose of putting these buildings up, will place the sum a little rising $19,000, which I consider sufficient to accomplish the purpose designed.

R.-C. 2. How did you obtain the sum of $16,000 from the city of Marshalltown, and is it in money?

Ans. I have not received the sum of $16,000, nor has any party, to my knowledge, agreed to furnish that sum. It has been agreed on the part of the city of Marshalltown to pay in $15,000 of the tax which *which* has been levied to erect shops here and remove shops from Eldora.

(S'g'd) D. M. PICKERING.

T. **BROWN** was here introduced and sworn.

Witness produced agreed copy of court record used in supreme court in Britton et al. vs. Marshall Township and O. T. Conkleton, and by others against Marshall Township, containing pleadings in full and all the evidence.

Cross-examined by att'y for Eldora:

520 Cross 1. What other suits were commenced to resist the payment of the tax besides those you have enumerated?

Ans. One suit was commenced aside from these, after the commencement of these suits, by Jno. P. Woodbury & F. J. Woodbury, in their right, and as executors of the est. of G. M. Woodbury, dec'd.

(S'g'd) T. BROWN.

D. M. **PICKERING** recalled and recross-examined:

Re-C. I. In answer to cross-int. 9, you say that about $20,000 was paid by the t'p of Marshall, of which $10,000 was in cash, and $10,000 in notes. Were those notes given for the amount due for tax from the maker of the note at the time the note was given?

Ans. The $10,000 of notes were given by the parties who made them to the treasurer, due from them for full payment of each one's tax of 5%.

521 R. C. 2. Was the tax of the maker of the note cancelled on the tax record when the note was given, or was it to stand against them until the note was paid?

Ans. I understand the tax was not cancelled against the party or the record, but sh'uld stand until the note should be paid.

R.-C. 3. Have not a large portion of those notes been protested, and do they not now stand unpaid?

Ans. I think they were all protested; they are unpaid; upwards of $4,000.

R.-C. 4. Were not those notes used in New York and sent to Marshalltown, and here protested, and afterwards taken up by the Central R. R. Co.?

Ans. They were sent to A. L. Hatch, the co.'s treasurer, for purpose of collateral security. The notes were then sent for collection to W. H. Hager & Sons. That portion collected was accounted for to A. L. Hatch. The obligation for which they were held for collateral was satis-
522 fied by the co., and I received the order of A. L. Hatch on Mess'r. Hager to deliver the balance of the notes to me to hold as the agent of the co., and for the company. Those are the $42.00 referred to.

(S'g'd) D. M. PICKERING.

MASTER'S OFFICE.

I, the undersigned, do hereby certify that the foregoing witnesses were produced before me, at the city of Marshalltown, in the State of Iowa, on Tuesday, the 29th day of June, 1875, and were by me sworn, and were examined before me, and their testimony reduced to writing, in the form of the foregoing depositions, and that the same was by them sworn to and subscribed before me.

(S'g'd) P. T. LOMAX,
Master in Chancery.

523 (Endorsed:) Deposition of witnesses taken before master, at Marshalltown, Iowa. Filed July 2, 1875. George B. Corkhill, clerk.

524 *Documentory testimony, Marshalltown.*

Item 1st. (B.) Article of the incorporation of the Central R. R. of Iowa, and particularly art. 5th, which provides that the principal place of business of said road shall be at Marshalltown, Iowa.

Mem. 2. (C.) Petition of New York & Boston mort. bondholders.

Mem. 3. (D.) Contract (original) between the Central R. R. of Iowa and the citizens of Marshall Township, by township trustees of said township.

(Objected to by att'y for Eldora—1. Want of authority on part of trustees to execute; 2, sign as trustees and not as township; 3rd, no record showing right of pres't of R. R. Co. to make this contract; 4th, this contract presented is not a contract for removal from Eldora, but is a contract to erect brick or stone shops at Marshalltown; 5th, there is no evidence that since this contract was made has ever been ratified by the proper authority of the Central R R. of Iowa. Overruled.)

525 Memo. 4. (E.) Deed of land by citizens of Marshalltown, vide M'r Pickering's testimony on the same, deed accompanied by abstract of title-deed 1.

(Att'y for Eldora objects to the introduction of this deed in evidence. 1st, it is not such a deed as is required by the contract; in that is not a warrantee deed, as required by the 4th art. of the contract. Overruled.)

Memo. 5. (F.) Deed of Turner, Smith, & Willigrod & wives to the C. R. R. of Iowa, marked 22.

(Objected to by the att'y for Eldora, as it does make in any way make a part performance of the contract. Abstracts objected to because they do not show a perfect title. Overruled.)

Memo. 6. Platt of land embracing the 40 acres conveyed by township of Marshall introduced.

Memo. 7. (G.) Agreed copy of court record used in supreme court in Britton et als. vs. Marshall T'p, and O. F. Cronkleton & others vs. Marshall T'p.

(Admitted subject to objection.)

526 Memo. 8. (G.) Certified copies of decrees of supreme court in I. S. Britton et als. vs. Township of Marshall.

(Admitted subject to objection.)

Memo. 9. Resolutions of city council of city of Marshalltown, and agreement of township trustees of Marshall Township agreeing to an extension of time for R. R. Co. to fulfill its agreement.

527 *Documentory evidence on the part of Eldora.*

Memo. 1. The record of the articles of the incorporation of the Eldora Railroad and Coal Company.

Memo. 2. The articles of incorpora. of the Iowa R. R. R. Co.

Memo. 3. The contract of sale from the Io. R. R. R. Co. to the Central R. R. of Iowa, being the record of the Io. R. R. R. Co. Contract, July 10th, 1869.

Memo. 4. Deed of sale Io. R. R. R. Co. to Central R. R. *R.* of Iowa, dated Sept. 30th, 1869.

Memo. 5. Agreement between Eldora Railroad & Coal Co. & Io. R. R. R. Co., for the transfer of the former to the latter, dated Sept. 17th, 1868.

Memo. 6. Deed (quit claim), Eldora Railway & Coal Co. to Io. R. R. R. Co., 28th Sept., 1860.

Memo. 7. Deed of (co. record) Eldora & Steamboat Rock Coal Co. to Eldora Railroad & Coal Co., dated 10th July, 1867.

528 Memo. 8. Page 44, record of Central R. R.

Copy of resolution.

Resolved, That the treasurer be authorized to audit an account of about $10,000 expended by C. C. Gilman individually, for the erection of repair shops at Eldora. Also that the proper officers of the road execute any obligation on six months' time for the same, also that there be additional paper issued for accounts already audited in favor of C. C. Gilman, amounting to $4,459.

On motion of M'r Abbott, adopted Dec. 12, '70.

Memo. 9. Deed from Jos. Edgerton to the Central R. R. of Iowa, dated Aug. 13, '70, acknowledged the same day.

Memo. 10. Deed of W. J. Moir to the Eldora R. R. & Coal Co., 18 July, $67 (co. record). Filed July 7, '68, book 15, page 88.

(Endorsed:) Lists of documents, &c., filed before master. Filed July 2, 1875. George B. Corkhill, clerk.

529 Know all men by these presents, that we the undersigned are firmly held & bound unto the Eldora Railroad & Coal Company in the penal sum of ten thousand dollars, & for the well & truly payment of which we jointly & severally bind ourselves, our heirs, executors, & administrators.

The condition of the above obligation is such that whereas the above-named railroad company propose to build, construct, & complete & operate a railroad from the town of Ackley, in Hardin County, Iowa, by the way of Steamboat Rock to Eldora, in the county & State aforesaid, provided, & as one of the express *creditors* of the building of the said road, the citizens along the line of the said road will secure & procure the right of way along the line of the said proposed road from Ackley to Eldora, free of any charge & expense to the said company, & in the mean time obligate themselves to do so.

Name, if in case the said undersigned will well & truly secure
530 the right of way from Ackley, in Hardin County, Iowa, by the way of Steamboat Rock to Eldora, in Hardin County, Iowa, free of any charge, expense, or cost to the said railroad company, & do so within a reasonable time, then this bond shall be null & void, else remain in full *form* & effect at Iowa.

Given under our hands this 10th day of January, A. D. 1866.

H. L. Huff, J. D. Thampson, J. D. Gearloz,
W. J. Mair, E. S. Foster, Ellis Parker,
Solon F. Lothrop, Geo. W. Thampson, Jonathan Edgington,
John Partin, Samuel Smith, Joseph Edgington,
T. Y. McClure, J. H. Casack, D. W. Carrier,
W. H. Pool, H. C. Wilister, A. S. Root,
W. C. Brown, C. Barling, E. G. Merrill,
A. B. Harris, S. R. Edgington, W. W. McIntosh,
A. Graves, W. A. Faller, John Wright,
T. H. Robertson, W. Halbert, Frank Parker,
531 J. Baxter, I M. Gilverthon, A. E. Wright,
Jas. Carmles, D. E. Todd, S. Hyde,
Allen Mader, j'r, M. Ackerman, E. M. Phelps,
D. F. Ellsworth, J. F. Bachelor, N. D. Farman,
W'm Campbell, Elijah Bachelor, Robert Smith,
James Bachman, Frank B. Miller, W'm Haynes.

Copy of bond for right of way. (A.) Filed before master.

(Endorsed:) Filed Jul. 2, 1875. George B. Corkhill, clerk.

532 *Articles of incorporation of the Central Railroad Company of Iowa.*

ARTICLE 1. We, the undersigned, do hereby form ourselves into an organization and body corporate, with perpetual succession, and with power of renewal, if it shall expire by limitation of statute or accident, to be known by the name of "The Central Railroad Company of Iowa," and by that name shall have power to adopt a common seal, sue and be sued, plead and be impleaded, contract and be contracted with, acquire, hold, possess, encumber, and transfer both personal property and real estate, make and adopt by-laws, and do any and all other things which by law and the statutes of Iowa like corporations have power to do; and shall be entitled to all the exemptions, privileges, and benefits of like corporations.

533 ARTICLE 2. The object of this corporation shall be to acquire, construct, maintain, and operate a railroad from the south to the north line of the State of Iowa, beginning at the State line of Missouri, at or near the present northern terminus of the North Missouri Railroad, and running from thence north on the 16th meridian of longitude west from Washington, or as near thereto as practicable. The following points on the line having already been established: Moravia, in Appanoose Co., Albia, in Monroe Co., Oskaloosa, in Mahaska Co., Marshalltown, in Marshall Co., and Eldora, in Hardin Co. The road to be single or double track, or partly or both, as necessity may require.

ARTICLE 3. The capital stock of this company shall be limited to twelve millions of dollars, to be divided into shares of one hundred dollars each, its issue for the purpose of construction being restricted
534 to the sum of thirty thousand dollars per mile of finished single
track road, and to be issued only as fast as the road may be ironed and put in operation, save and except the sum of ten thousand dollars per mile, which can be issued when the road-bed is made ready for the ties; but for the purpose of retiring the bonds of the company at some future day, a further issue of stock is authorized to the amount of sixteen thousand dollars per mile; this issue shall not be made within five years from date, and when made shall be used for the purpose of conversion at a price not less in value than that of the bonds which may thus be retired.

ARTICLE 4. The indebtedness of the company shall never exceed the sum of twenty thousand dollars to the mile of road finished, and the bonds which may hereafter be issued shall not exceed the sum of sixteen thousand dollars to the mile of road ironed and ready for
535 operation by single track; said bonds shall run for a period of
time not less than thirty years, and to bear a rate of annual interest not exceeding seven per cent. in coin, free of government tax. Should any portion of the bonds thus authorized be sold before the road is in complete operation, it shall only be at a price which this board of directors may fix from time to time, the proceeds thereof to be placed in the hands of responsible trustees, who shall disburse the same only for the construction and equipment of the road.

ARTICLE 5. The principal place of business of the company shall be at Marshalltown, Iowa, but the board of directors may also hold special meetings in the city of New York. The transfer office shall be in Marshalltown, but may be in New York City, if the directors shall at any time so order.

536 ARTICLE 6. The private property of stockholders of this company shall not be held liable for corporate debts.

ARTICLE 7. The business of this corporation shall be managed by a board of eleven directors, who shall be elected annually on the first Monday in August. Should the election in any year not be holden on the stated day, it may afterwards be holden by order of the board of directors. Six directors shall constitute a quorum for business. At all elections and meetings of the company, each share shall be entitled to one vote, which may be cast by the shareholder in person or by proxy in writing.

The board shall also have power to appoint an executive committee of three from their number, with such power as the board shall from time to time confer. The powers thus conferred shall at all times be subject to be revoked by the board.

537 ARTICLE 8. The officers of this company shall be a president and vice-president, chosen by the board from their number, and a secretary and treasurer, and transfer agent; each of whom shall be appointed by the board of directors, who with all other persons appointed to any place by the board, shall hold their respective places during the pleasure of the board of directors. The board of directors shall have power to fill all vacancies occurring in their own number. They also shall have power to appoint any and all such officers, agents, attorneys, and employees as may be necessary and proper to transact the business of the company, and to revoke the same.

ARTICLE 9. This corporation shall commence on the twenty-third day of June, A. D. 1869, and continue until it expires by limitation of statute, with rights of renewal.

538 ARTICLE 10. The articles of incorporation may be amended at any regular stockholders' meeting, by a two-third vote of the stock issued, and by record and publication of the amendments, as required by the statutes of Iowa.

ARTICLE 11. Absent directors may vote by proxy at any directors' meeting, when held, in writing, by a director present. When proxies of absent directors are required to make a quorum for business, the action of such meeting shall only become valid and binding on the company when the minutes thereof are ratified by the written endorsement of all directors present in person or proxy.

Signed at Marshalltown this 23d day of June, A. D. 1869.

(Signed)

R. H. McBride,
J. M. Chamberlain,
D. W. C. Rowley,
G. M. Woodbury,
W. S. Rice,
Rich'd V. Bull,
T. A. Lampman,
539 W'm H. Weatherly,
William Baker,
Abram Stanley,

C. C. Gilman,
J. B. Grinnell,
H. E. J. Boardman,
C. J. Carmichael,
Chas. Aldrich,
J. W. Wipp,
Reuben Sears,
E. B. Hyde,
Isaac H. Cary,
E. H. Cary.

I, Ed. Wright, secretary of state of the State of Iowa, do hereby certify that the foregoing is a true and correct copy of the original article of incorporation of the Central Railroad Company of Iowa, as appears from the records in this office.

Witness my hand and official seal, at Des Moines, this third day of August, A. D. 1869.

{ STATE OF IOWA SEAL. }

ED. WRIGHT,
Secretary of State.

540 *Affidavit of publication.*

STATE OF IOWA,
Marshall County, *ss:*

I, Chas. Aldrich, being first duly sworn, do say that I was the publisher of the Marshall County Times, a weekly newspaper printed and published in said county, at Marshalltown, Iowa, and that a notice, of which a printed copy will be found below, was published for four consecutive weeks in said Times, commencing the 26th day of June, 1869, and ending on the 17th day of July, 1869.

(S'g'd) CHAS. ALDRICH.

Sworn to by the above-named Charles Aldrich, and by him subscribed in my presence, this 31st day of August, 1869, as witness my hand and seal.

{ NOTARIAL SEAL. } H. A. GERHART,
Notary Public.

541 *Notice.*

Pursuant to a previous call, a public meeting was held at Marshalltown, Iowa, at which, in conformity with the general incorporation laws of the State of Iowa, The Central Railroad of Iowa was formed. The principal place of business of said company is at Marshalltown. The nature of the business of said company is the construction, equipment, and maintenance of a railroad from the south to the north line of the State of Iowa, on the 16th meridian of longitude, or as near as practicable thereto. The amount of stock authorized is limited to twelve million dollars, to be paid in from time to time, as ordered by the directors of the company. The existence of this company begins on the twenty-third day of June, A. D. 1869, and ends by limitation in fifty years. The business of the company will be managed by eleven directors: President, vice-president, treasurer, and secretary. The highest 542 amount of indebtedness or liability to which this company can subject itself is twenty thousand dollars to the mile. The private property of the stockholders is exempt from corporation debts.

CHAS. ALDRICH,
Secretary.

MARSHALLTOWN, IOWA, *June* 23, 1869.

543 *Preamble.*

Whereas it is proposed to effect a loan of four million dollars, to provide the means to complete the line of the Central Railroad of Iowa from Marshalltown to the south line of the State of Iowa, and from Ackley to the north line of said State, and also provide the amount of 720,000 of bonds, to be given in exchange for an equal amount of bonds now outstanding issued by the Iowa River Railway Company upon that portion of the line between Marshalltown and Ackley, forty five miles in length;

And whereas, for that purpose, it is now proposed to execute a mortgage or deed of trust upon the entire property of the company and net income now owned or hereafter to be acquired to the Farmers' Loan and Trust Company of New York, as trustee, for the sum of four million dollars, to bear date on the 15th day of July, A. D. 1869, for the 544 term of thirty years, and issue, predicated thereon, coupon bonds to the aggregate sum of four million dollars, in two series, one of which series shall be numbered from one to three thousand inclusively, for the sum of one thousand dollars each, and the other series to be numbered from one to two thousand inclusively, for the sum of five hundred dollars each, said bonds to draw interest at the rate of seven per centum per annum, payable semi-annually, on the 15th day of January and July in each year, both interest and principal to be payable in New York City, in United States gold coin, free from the United States income tax of five per cent., and said interest to be represented upon said bonds by a coupon for each installment:

Be it therefore resolved, That the president and secretary of this company are hereby fully authorized and empowered to execute in its behalf said mortgage and bonds, with the coupons attached, in such form
545 as shall be agreed upon by them and said trustee, and attach the
seal of the company thereto.

MARSHALLTOWN, *July 10th*, 1869.

This is to certify that the foregoing is an accurate copy of preamble and resolution passed by the board of directors of the Central Railroad Company of Iowa on the day mentioned.

As witness my hand and the official seal of the company this tenth day of July, 1869.

[SEAL C. R. R. OF IOWA.] CHA'S COLLINS,
Secretary of C. R. R. of Iowa.

MARSHALLTOWN, *July 10th*, 1869.

STATE OF IOWA, *Hardin Co.:*

On this the 4th day of September, A. D. 1869, before me, Samuel A. Reed, clerk of the district court of Hardin County, Iowa, personally came Charles Collins, secretary of the Central Railroad of Iowa, to me personally known to be the identical person whose name is affixed
546 to the foregoing instrument as secretary of said Central Railroad
of Iowa, and acknowledged the execution of the same to be his voluntary act and deed as said secretary, for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed the seal of the district court of Hardin County, Iowa, at Eldora, Iowa, this 4th day of September, A. D. 1869.

{SEAL OF THE DISTRICT COURT OF HARDIN COUNTY, IOWA.} SAMUEL A. REED,
Clerk of the District Court of
Hardin County, Iowa.

547 This indenture, made this 15th day of July, A. D. 1869, at Marshalltown, in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated, and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan and Trust Company of New York, a corporation duly and legally organized and existing by and under the laws of the State of New York, party of the second part, witnesseth:

That whereas the said party of the first part is the owner in fee of the railroad extending from Marshalltown, in the State of Iowa, to the village of Ackley, in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to a mortgage or deed of trust made by the Iowa River Railway Company, on the 21st day of September, A. D. 1868, to Henry L. Stout and L. D. Randall, of Du-

buque, Iowa, trustees, in trust to secure the payment of seven
548 hundred and twenty thousand dollars of bonds, all of which
bonds are now outstanding, and a valid claim against the party
of the first part, the said railroad having been purchased by the said party of the first part from said Iowa River Railway Company, agreeing, in consideration thereof, to exchange for said bonds an equal amount of bonds to be issued in pursuance of this mortgage, as will hereafter more fully appear.

And whereas said party of the first part is the owner in fee of the right of way, depot-grounds, and property heretofore owned by the Iowa Central Railroad Company from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oskaloosa, in Mahaska County, in said State of Iowa, by purchase and legal conveyance of said property to said party of the first part.

And whereas said party of the first part is desirous of contin-
549 uing and extending said railroad from Marshalltown to the south
line of the said State of Iowa, through the city of Oskaloosa, and
from Ackley, in Hardin County, to the north line of said State of Iowa, as near as practicable to the sixteenth meridian of longitude west from Washington, entirely across the said State of Iowa, and equipping the said railroad.

And whereas said party of the first part has entered into a contract with the Iowa Valley Construction Company, a corporation duly organized and existing under the laws of Iowa, by which said last-named company agree to construct said railroad.

And whereas said party of the first part, for the purpose of paying said indebtedness and providing means to pay for construction the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand dollars each, consecutively num-
bered from one to three thousand inclusive, and to the number
550 of two thousand of the sum of five hundred dollars each, num-
bered in like manner from one to two thousand inclusive, amount-
ing to sixteen thousand dollars per mile of railroad now built or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named.

All of which bonds are duly and legally made and delivered by said railroad company, party of the first part, and in the form following:

First mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000.

No. .] CENTRAL RAILROAD OF IOWA. [No. .

For value received, the Central Railroad Company of Iowa promises to pay to the Farmers' Loan and Trust Company of New York, or bearer, one thousand dollars, in United States gold coin, at par, on the fifteenth
day of July, in the year eighteen hundred and ninety-nine, with
551 interest, in gold coin as aforesaid, at the rate of seven per cent.
per annum, payable semi-annually, free from U. S. Government
tax, on the fifteenth days of January and July in each year, on presentation of the respective coupons hereto attached, both principal and interest being payable at the office or agency of said railroad in the city of New York. This bond is one of a series of first-mortgage bonds of five hundred dollars and of one thousand dollars each, to be issued at the rate of only sixteen thousand dollars per mile of single railroad

track ironed and equipped for business by said railroad company. The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road-bed, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and 552 net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends. Any holder of this bond may after five years have the same converted into the capital stock of the said railroad company, and be entitled to receive therefor ten shares of said capital stock, on the surrender of this bond with all the unpaid coupons thereto annexed. This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan and Trust Company.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president and secretary and countersigned by its treasurer, on this fifteenth day of July, A. D. 1869.

, *President.*
, *Secretary.*

Countersigned:

, *Treasurer.*

553 Now, therefore, the said Central Railroad Company of Iowa, party of the first part, for and in consideration of the premises, and of the sum of four millions of dollars received to their full satisfaction of said trustee, party of the second part, and for the purpose and with the intent of securing the payment of all of said bonds, with the interest due and to grow due thereon, hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents doth grant, bargain, sell, convey, assign, transfer, and confirm to said Farmers' Loan and Trust Company of New York, as trustee, and in trust, and to their successor or successors, the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges constructed or to be hereafter constructed, now held and acquired, or to be hereafter constructed and acquired, extending from a point in Davis County, on the south line of the State of Iowa, at the intersec- 554 tion of said line by the North Missouri Railroad, to Oskaloosa, in Mahaska County, a distance of about sixty miles, along the line formerly owned by said Iowa Central Railroad Company, and thence northerly to Marshalltown, and thence along and including the railroad built by the said Iowa River Railway Company to Ackley, in Hardin County, and thence northerly to the north line of said State of Iowa at such point as shall be hereafter definitely determined, including all the rights and franchises of the said Iowa Central Railroad Company and of the said Iowa River Railway Company, including also, along the entire line, all the right of way acquired by purchase or condemnation, road-bed finished and in process of construction, with all material collected for construction or operative purposes, depot grounds, gravel-pits, quarries, and real estate, station-houses, water-tanks, repair and machine shops, turn-tables, coal-houses, and sheds, and all things of every 555 name and nature belonging to said party of the first part, and pertaining to said railroad; also, all machinery, locomotives, and rolling stock, and all tools and supplies heretofore acquired, or which may hereafter be acquired by said Central Railroad Company of Iowa; also, the

net income of the said party of the first part during the continuance of this trust, the whole of said property being free and clear from all incumbrances, except the issue of seven hundred and twenty thousand dollars of bonds under the said mortgage to Stout and Randall, trustees, on the railroad from Marshalltown to Ackley, but which bonds are to be exchanged for an equal amount of bonds issued in pursuance of this mortgage; and when that exchange shall be effected in full, then the entire property above described will be free and clear from all incumbrances except that created by this instrument; to have and to hold the above-granted and bargained premises, with the appurtenances thereof, unto
556 the said trustees, and to their successor or successors and assigns, in
trust, and upon the trust, uses, and purposes hereinafter expressed, of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate, who shall hereafter at any time become the purchasers or holders, owners or bearers of any or either of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, and also subject to the possession and management of said railroad and property by said party of the first part and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said bonds, or in any or either of them, and so long as the said company shall well and truly observe, keep, and perform all and singular the covenants, agreements, conditions, and stipulations in said bonds and in this indenture contained and set forth, and which are to be observed, kept, and performed by and
557 on the part of said company, party of the first part. It is further
agreed by and between the parties hereto that the said party of the first part shall take up and exchange seven hundred and twenty thousand dollars of the bonds of said Iowa River Railway Company, in pursuance to the terms of the contract with said party of the first part and said Iowa River Railway Company, for the purchase of their railway, dated July 22d, 1869, to which reference is made, by giving the holders thereof the bonds secured by this mortgage in equal amounts, dollar for dollar; and that for the purpose of said exchange it is agreed that the said trustee, party of the second part, may retain seven hundred and twenty thousand dollars of the bonds issued in pursuance of this mortgage for delivery to the holders of said Iowa River Railway Company bonds, in manner to be hereafter agreed upon between
558 said railroad companies; that the said trustee, party of the second
part, shall cancel and discharge each and all of said Iowa River Railway bonds as received in exchange as aforesaid, and make or cause to be made upon each bond a brief note or memorandum, stating when exchanged, in such manner and form as will enable the party of the first part to trace the transaction; and when all of said Iowa River Railway bonds shall have been exchanged and cancelled, the mortgage or trust-deed, upon which they are predicated, shall be cancelled of record; and the said party of the first part doth hereby covenant, promise, and agree for itself, its successors, or assigns, to and with the said trustee, their successor, or successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual interest to become
559 due thereon at the rate of seven per cent. per annum, at the times,
in the manner, and at the places specified therein, in United States gold coin; and that in case said company shall, for the space of six months, make default in the payment of the said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then, after the expiration of twelve months from the time it became due,

and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of the said mortgage bonds then outstanding shall forthwith become due and payable, and the lien or incumbrance hereby created for the security and payment thereof may at once be enforced.

And it is agreed, in case of the default of the payment of the semiannual interest, as above provided, that said trustee, or its suc-
560 cessor, is hereby expressly authorized and empowered, upon the
request in writing of a majority of the owners or holders of said bonds, to enter into and upon, and to take actual possession of all the property, real and personal, and rights, franchises, and privileges of the premises hereby conveyed, and each and every part thereof, and by their agents or attorneys have, hold, use, and enjoy the same, and from time to time make all repairs and replacements, and all useful alterations, additions, and improvements thereto, as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freight, incomes, rents, issues, and profits of the same and of every part thereof; and the said trustee and their successor shall and may, and hereby is expressly authorized and empowered, to sell at public auction, to the highest bidder, the entire property, real and personal,
561 rights, franchises, and privileges herein conveyed; said sale shall
be either in the city of Marshalltown, Iowa, or in the city of New York. At least three months' notice shall be given of the time and place, and terms of said sale, by advertising the same in one or more newspapers of large circulation, in each of the cities of Marshalltown and New York, and wherever else required by law; and continuing said advertisement at least once a week until the time of sale. And the said trustee may, from time to time, adjourn said sale at discretion, giving reasonable notice of the time and place where it will take place. And as the attorney in fact of the said party of the first part, or their successors, shall have full power and authority to make, execute, and deliver, to the purchaser or purchasers thereof good, valid, and sufficient deed or deeds, conveyance or conveyances, assignments or transfers, in fee simple or otherwise, of the entire property herein conveyed, and
562 all the rights, franchises, and privileges of the party of the first
part, or its successors, which conveyance or conveyances, transfer or deeds, shall vest in the purchaser or purchasers all the right, title, interest, and estate whatsoever, reversionary or in possession, or which they may be entitled to receive, have, or hold, of the said company; and said sale shall be a complete and perpetual bar or estoppel, both in law and equity, against said party of the first part, its successors or assigns, and all persons or parties claiming by, from, or under it or them, in anywise or manner whatsoever. The amount of the purchase money on said sale may be paid and satisfied in whole or in part by the outstanding mortgage bonds, or any of them secured hereby, and said bonds shall be received in whole or in part payment and satisfaction of said trustee, or its successor, according to their value, to be ascertained and de-
563 termined by the net amount arising from said sale. And out of
the moneys received from said tolls, freights, incomes, rents, profits, and earnings of said railroad and premises, or out of or from the proceeds of said sale, so to be made as aforesaid, after first deducting the expenses, disbursements, cost, charges, and counsel fees incurred in and about the conducting of said sale or the working or operating said railroad, including the compensation and commission of said trustee in and about the execution of this trust, and all expenses of repairs, replacements, alternations, additions and improvements, and all payments

net income of the said party of the first part during the continuance of this trust, the whole of said property being free and clear from all incumbrances, except the issue of seven hundred and twenty thousand dollars of bonds under the said mortgage to Stout and Randall, trustees, on the railroad from Marshalltown to Ackley, but which bonds are to be exchanged for an equal amount of bonds issued in pursuance of this mortgage; and when that exchange shall be effected in full, then the entire property above described will be free and clear from all incumbrances except that created by this instrument; to have and to hold the above-granted and bargained premises, with the appurtenances thereof, unto
556 the said trustees, and to their successor or successors and assigns, in
trust, and upon the trust, uses, and purposes hereinafter expressed, of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate, who shall hereafter at any time become the purchasers or holders, owners or bearers of any or either of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, and also subject to the possession and management of said railroad and property by said party of the first part and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said bonds, or in any or either of them, and so long as the said company shall well and truly observe, keep, and perform all and singular the covenants, agreements, conditions, and stipulations in said bonds and in this indenture contained and set forth, and which are to be observed, kept, and performed by and
557 on the part of said company, party of the first part. It is further
agreed by and between the parties hereto that the said party of the first part shall take up and exchange seven hundred and twenty thousand dollars of the bonds of said Iowa River Railway Company, in pursuance to the terms of the contract with said party of the first part and said Iowa River Railway Company, for the purchase of their railway, dated July 22d, 1869, to which reference is made, by giving the holders thereof the bonds secured by this mortgage in equal amounts, dollar for dollar; and that for the purpose of said exchange it is agreed that the said trustee, party of the second part, may retain seven hundred and twenty thousand dollars of the bonds issued in pursuance of this mortgage for delivery to the holders of said Iowa River Railway Company bonds, in manner to be hereafter agreed upon between
558 said railroad companies; that the said trustee, party of the second
part, shall cancel and discharge each and all of said Iowa River Railway bonds as received in exchange as aforesaid, and make or cause to be made upon each bond a brief note or memorandum, stating when exchanged, in such manner and form as will enable the party of the first part to trace the transaction; and when all of said Iowa River Railway bonds shall have been exchanged and cancelled, the mortgage or trust-deed, upon which they are predicated, shall be cancelled of record; and the said party of the first part doth hereby covenant, promise, and agree for itself, its successors, or assigns, to and with the said trustee, their successor, or successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual interest to become
559 due thereon at the rate of seven per cent. per annum, at the times,
in the manner, and at the places specified therein, in United States gold coin; and that in case said company shall, for the space of six months, make default in the payment of the said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then, after the expiration of twelve months from the time it became due,

and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of the said mortgage bonds then outstanding shall forthwith become due and payable, and the lien or incumbrance hereby created for the security and payment thereof may at once be enforced.

And it is agreed, in case of the default of the payment of the semi-
annual interest, as above provided, that said trustee, or its suc-
560 cessor, is hereby expressly authorized and empowered, upon the
request in writing of a majority of the owners or holders of said
bonds, to enter into and upon, and to take actual possession of all the
property, real and personal, and rights, franchises, and privileges of the
premises hereby conveyed, and each and every part thereof, and by their
agents or attorneys have, hold, use, and enjoy the same, and from time
to time make all repairs and replacements, and all useful alterations,
additions, and improvements thereto, as fully as the parties of the first
part might have done before such entry; and to collect and receive all
tolls, freight, incomes, rents, issues, and profits of the same and of every
part thereof; and the said trustee and their successor shall and may,
and hereby is expressly authorized and empowered, to sell at public auc-
tion, to the highest bidder, the entire property, real and personal,
561 rights, franchises, and privileges herein conveyed; said sale shall
be either in the city of Marshalltown, Iowa, or in the city of New
York. At least three months' notice shall be given of the time and place,
and terms of said sale, by advertising the same in one or more newspa-
pers of large circulation, in each of the cities of Marshalltown and New
York, and wherever else required by law; and continuing said adver-
tisement at least once a week until the time of sale. And the said trus-
tee may, from time to time, adjourn said sale at discretion, giving rea-
sonable notice of the time and place where it will take place. And as
the attorney in fact of the said party of the first part, or their succes-
sors, shall have full power and authority to make, execute, and deliver,
to the purchaser or purchasers thereof good, valid, and sufficient deed
or deeds, conveyance or conveyances, assignments or transfers, in fee
simple or otherwise, of the entire property herein conveyed, and
562 all the rights, franchises, and privileges of the party of the first
part, or its successors, which conveyance or conveyances, transfer or
deeds, shall vest in the purchaser or purchasers all the right, title, inter-
est, and estate whatsoever, reversionary or in possession, or which they
may be entitled to receive, have, or hold, of the said company; and said
sale shall be a complete and perpetual bar or estoppel, both in law and
equity, against said party of the first part, its successors or assigns, and
all persons or parties claiming by, from, or under it or them, in anywise
or manner whatsoever. The amount of the purchase money on said sale
may be paid and satisfied in whole or in part by the outstanding mort-
gage bonds, or any of them secured hereby, and said bonds shall be re-
ceived in whole or in part payment and satisfaction of said trustee, or
its successor, according to their value, to be ascertained and de-
563 termined by the net amount arising from said sale. And out of
the moneys received from said tolls, freights, incomes, rents, prof-
its, and earnings of said railroad and premises, or out of or from the
proceeds of said sale, so to be made as aforesaid, after first deducting
the expenses, disbursements, cost, charges, and counsel fees incurred
in and about the conducting of said sale or the working or operating
said railroad, including the compensation and commission of said trustee
in and about the execution of this trust, and all expenses of repairs, re-
placements, alternations, additions and improvements, and all payments

for taxes, assessments, charges, or liens on said premises, or any part thereof, the said trustee shall, if the amount secured be sufficient for that purpose, pay said mortgage bonds, or so many of them as 564 shall then be outstanding and unpaid, together with all interest then due upon the same; and if the amount be insufficient, then to divide the same pro rata among the outstanding bonds, and the surplus of all such moneys or proceeds of sale, if any there be, shall be paid to said party of the first part, or its assigns or successor.

And it is further covenanted and agreed, by and between the parties hereto, that in case of any judicial foreclosure sale, or other sale of the premises embraced in this mortgage, under the decree of any court having jurisdiction thereof, based upon the foreclosure of this mortgage, and the holders of a majority of the then outstanding bonds secured by this mortgage, shall in writing request the said trustee, or their successor, they are authorized to purchase the premises embraced herein, for the use and benefit of the holders of the then outstanding bonds secured by this mortgage. 565 And, having so purchased said premises, the right and title thereto shall vest in said trustee, and no bondholder shall have any claim to the premises or to the proceeds thereof, except for his pro rata share of the proceeds of said purchased premises as represented in a new company or corporation, to be formed for the use and benefit of the holders of the bonds secured hereby, and that said trustee may take such lawful measures as deemed for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage; said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct. And said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation. 566

And it is further agreed that the said trustee may appoint and employ, at the expense of the said trust estate, all such attorneys, counsellors, clerks, book-keepers, engineers, or other agents, as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the defaults or other misconduct or neglect of such employees, unless chargeable with culpable negligence in the selections. And further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of this trust.

And it is further mutually agreed by the parties hereto, that said trustee shall receive from said company, for services in the acceptance of this trust and the signing and delivery of the bonds issued 567 hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered. And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds, at any meeting called for that purpose. And, also, that said trustee may resign this trust, and be thereby discharged from future liabilities thereunder, by a notice of three months in writing to said company or its successors.

And the said company, for themselves, their successors, and assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances, to the said trustee, of the property herein described, for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by said party of the first part subsequent to the date hereof.

568 Provided, always, and this grant and conveyance is upon the express condition that, upon the payment in full of said bonds, and the interest due thereon, or on the conversion thereof into the stock, in manner named in said bonds, on exhibiting said bonds, cancelled, to said trustee, then the estate, title, and interest of the said trustee shall cease, determine, and become void. And, upon request of the said party of the first part, or their successor, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad Company of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto affixed.

C. C. GILMAN,
President.
CHA'S COLLINS,
Secretary.

[50 cents stamp on each bond for every $500.]

569 STATE OF IOWA,
Hardin County, ss:

Be it remembered that on the 9th day of September, 1869, before me, a notary public in and for said State and county, personally appeared Charles C. Gilman and Charles Collins, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively president and secretary, and acknowledged the same to be the voluntary act and deed of said Central Railroad Company of Iowa, and they each being by me duly sworn, depose and say, each for himself, that he, Charles G. Gilman, is president, and that he, Charles Collins, is secretary of said railroad company; that they signed the foregoing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company,
570 for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[NOTARIAL SEAL.] E. W. EASTMAN,
Notary Public.

(Endorsed:) Articles of incorporation. Central R. R. of Iowa. B. Filed before master. Filed Jul. 2, 1875. George B. Corkhill, clerk.

571 *Petition.*

In the cir. c't of U. S. for Iowa.

THE FARMERS' LOAN & TRUST CO. OF NEW York (trustee)
vs.
THE CENTRAL R. R. CO. OF IOWA ET ALS.

In the matter of the removal of shops.

To the hon. cir. c't of U. S. for Iowa:

The undersigned six persons, constituting the N. Y'k com'te' of bondholders of the C. R. R. of Iowa, representing nineteen hundred & fifty thousand doll's of the bonds of said co., respectfully request that an order be made permitting the receiver to make removal of machinery & shops from Eldora to Marshalltown. This we regard (either from personal knowledge or by assurances in which we have reliance) as for the very best interests of the railroad company.

(S'g'd)
RICHARD L. ASHURST,
THOMAS B. REED,
EDMUND WETMORE,
JOHN H. B. LATROBE,
PETER STARR,
GEO. T. M. DAVIS,
New York Committee of Bondholders.

Dated June 12, 1875.

572 We, the undersigned three (3) persons, representing $850,000.00 bonds, constituting the Boston committee of bondholders of the C. R. R. of Iowa, unqualifiedly concur in the foregoing petition for removal of shops for Eldora to Marshalltown.

(S'g'd)
H. J. BOARDMAN,
CHARLES ALEXANDER,
A. V. LYNDE,
Boston Com't. of Bondholders.

We, the undersigned directors of the C. R. R. of Iowa, join in the foregoing petition of the committees in behalf of the removal of shops from Eldora to Marshalltown.

(S'g'd)
ISAAC M. CATE,
President.
W. H. SEEVERS,
Vice-President.
G. E. TAINTER,
H. E. J. BOARDMAN,
Directors of the Central R. R. of Iowa.

June 12, '75.

573 (Endorsed:) Petition of New York & Boston committees bondholder' in matter of removal of shops C. R. R. of Iowa. C. Filed before master. Filed Jul. 2, 1875. George B. Corkhill, clerk.

574 (Original.)

The Central Railroad of Iowa and the citizens of Marshall Township, by the township trustees of said township, Marshall County, Iowa, 1871.

Contract.

575 Whereas the early competition of the Central Railroad of Iowa, including road-bed, switches, side tracks, turn-tables, station and round houses, machine and repair shops is of great public importance and especially to the tax-payers of Marshall Township.

And whereas the location and maintenance in Marshalltown for one hundred years of the buildings and improvements herein mentioned will greatly benefit all the citizens and tax-payers of said township.

And whereas said Central Railroad Company of Iowa has proposed to locate, erect, and maintain the buildings and improvements, shops, &c., as more specifically shown hereafter, provided said township shall vote and pay a five per cent. tax in accordance with the premises of chap. 102 of the acts of 13th gen'l assembly of Iowa (1870), and shall also furnish suitable and sufficient grounds as herein set forth:

576 Now, therefore, this contract between the said railroad company, of the first part, and the township trustees of said township, in behalf of themselves and the citizens, rates and tax payers of said township, of the second part, witnesseth:

That in consideration of the mutual covenants and stipulations herein contained—

First. The first party agrees that it will during the season of 1871 and 1872 expend at least seventy-five thousand dollars in the erection of buildings, round-house, &c., and machinery necessary for the operation of its road.

Second. Said first party agrees that Marshalltown shall be the terminus of one division of its road, and that at said point shall be erected and maintained for one hundred years the central and principal machine, repair, and locomotive shops of the company, to wit, one round-house of brick or stone, of at least eighteen (18) stalls,
577 one foundry, one blacksmith shop, one locomotive repair shops,
and its necessary adjuncts, and any other buildings at the discretion of the company.

Third. Before receiving from the party of the second part any portion of the amount to be paid through the five per cent. tax, the sum expended in said buildings and machinery shall be to such payment at each installment as the agreed expenditure by the first party for 1871 & 1872 is to the amount to be raised by the tax, to wit, as seventy-five thousand dollars is to forty-five thousand dollars.

Fourth. Provided, however, that unless the five per cent. tax shall be voted and paid as stipulated herein, and unless at least forty acres of ground selected by said first party shall be furnished free of cost, and title perfected as soon as regained, and by June 1st, 1871, at all events, and unless the citizens of Marshalltown and township shall give such
578 personal guaranty of the prompt payment of the tax or an amount
equivalent thereto (at and in within such time) as the first party may designate, say by June 1st, 1871, then this contract shall be null and void.

Fifth. The second party promises that upon the presentation to them of a petition as by law provided, they will submit at a special election to be at once ordered for that purpose the question of aiding in the completion of said railroad by a tax of five (5) per centum upon the assessed value of the taxable property of said township, to be expended in the townships of Marshall, Legrande and Freencastle, and not elsewhere, in accordance with said chap. 102.

Sixth. The money to be raised by said tax shall not be paid nor the certificate of the township trustees be given as provided for in
579 said act tell all the conditions of this contract are performed by
the first party in good faith, and to the satisfaction of the second party so far as herein contemplated.

Seventh. If the tax as aforesaid shall exceed the sum of forty-five thousand dollars the first party agrees to permit the second party to apply a sum equivalent to such excess toward the purchase of the ground necessary for the shops and buildings aforesaid, till such ground is paid for, and the remainder to be paid to the first party, if any remainder there be.

Eighth. If the first party shall neglect to proceed with the erection of said shops and buildings as contemplated before any money is paid over (raised by the tax), then the tax so far as collected shall, on the general order of the second party, be refunded to the tax-payers, and the uncollected tax be cancelled upon the treasurer's books.

580 Ninth. The first party binds itself that if within one hundred years it shall remove the permanent location of said shops from Marshalltown, or shall fail to construct the same as herein agreed, then it will forfeit the sum of two hundred thousand ($200,000) dollars to the citizens of said township, from which amount those persons donating ground or money to purchase the grounds shall first be reimbursed the sums so paid by them (over and above their tax) with interest, and the remainder shall fairly be divided by the trustees of said township among the several districts and sub-districts of the township in proportion to the amount of tax paid by each, and shall be devoted to school and school-house purpose, as the board of directors of the districts and independent districts may direct.

In witness whereof the parties hereto have signed and executed 581 this contract in triplicate, each party to have and retain one copy and the third to be filed in the office of the county auditor at Marshalltown, Iowa, for public inspection and reference, this 5th day of May, 1871.

(Signed) The Central R. R. Co., of Iowa, first party, by order of the board of directors of said co.

C. C. GILMAN,
Presid't.
H. D. HARTWELL,
[SEAL.] W'M JOHNSTON,
O. B. BARROWS,
Second Party, Township Trustees, Marshall T'p,
Marshall Co., Iowa.

[U. S. int. rec. stamp 25 c'ts. H. D. H., W. J., O. B. B., C. C. G. May 5, '71.]

[U. S. int. rec. stamp 10 c'ts. H. D. H., W. J., O. B. B., C. C. G. May 5, '71.]

STATE OF IOWA,
Marshall County, ss:

I do hereby certify that before me, F. M. Thomas, a notary public in and for said county, personally appeared the above-named H. D. Hartwell, W'm Johnson and O. B. Barrows, who are personally known to me to be the identical persons whose names are affixed to the above contract, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein mentioned.

Given under my hand and notarial seal this 22d day of August, 1871.

[SEAL.] (S'g'd) F. M. THOMAS,
Notary Public Marshall Co., Iowa.

582 It is further agreed to & by the said Central R. R. Co. of Iowa, and by C. C. Gilman, pres'd't, that the time mentioned herein as a limitation to the execution in full of this contract shall, if desired by the 2nd party, be extended to July 1st, 1871, provided that if by such extension the levy & collection of said tax shall not be postponed to the year 1872.

(Signed) C. C. GILMAN,
Pres'd't C. R. R. Co. of Iowa.

MAY 5, 1871.

(Endorsed :)

In behalf of the first party & as its lawfully authorized agent, I hereby acknowledge the full performance on the part of the second party of so much of this contract as pertains to the vote and guaranty of the tax.

July 22, 1871.

F. M. H. SHEFFIELD,
Ag't C. R. R. of Iowa.

583 STATE OF IOWA,
Marshall Co.:

In explanation of the understanding of the parties to the foregoing contract, it is agreed, anything to the contrary therein notwithstanding, that the shops therein mentioned include & are intended to include the principal shops for the repair & manufacture of the cars of the company, party of the first part, if manufactured or repaired by 1st party. It is specially understood that the treasurer of Marshall County is authorized to pay over to the committee, Jno. Turner, D. Y. Smith & E. Williyrod, in trust for the benefit of these persons purchasing & donating to the purchase of the forty acres, all surplus of the tax over forty-five (45,000.00) thousand dollars, until said parties are fully reimbursed for any amounts so donated, any remainder shall be paid to the party of the first part.

584 It is further understood that, in consideration of the covenants & conditions contained in the conveyance of the forty acres of grounds, and one dollar in hand paid, the second party releases & forever waives & relinquishes all claim and demand in & to the two hundred thousand dollars' penalty provided in the ninth (97) clause of the contract, & the same is hereby declared null & void.

Witness our hands, in behalf of our respective principals, this 24th day of Aug., 1871.

CENTRAL R. R. CO. OF IOWA,
By C. C. GILMAN, *Pre'd't.*
W'M JOHNSTOWN,
O. B. BARRONS,
H. D. HARTWELL,
Trustees of Marshall Township,
Marshall County, State of Iowa.

[U. S. rev. stamp, 95 cts. W. J., O. B. B., H. D. H., C. C. G. Aug. 29, 1871.]

585 STATE OF IOWA,
Marshall Co.:

Before me the undersigned, a notary public in & for said Marshall County, Iowa, this 24th Aug., 1871, personally came C. C. Gilman, president of the Central Railroad of Iowa, personally known to me to be such president, & in my presence acknowledged the foregoing contract and supplemental contract & amendment to be the voluntary act & deed of the said Central Railroad of Iowa, by him, their agent, thereunto duly appointed & qualified. And I further certify said Gilman to be personally known to me to be the identical person who signed said contracts.

Witness my hand & seal notarial.

[SEAL.] (S'g'd) H. E. J. BOARDMAN, *N. P.*

586 STATE OF IOWA,
Marshall Co. ss:

Be it remembered that on the 16th day of September, A. D. 1871, before the undersigned, Geo. Kroger, a notary public in and for said county, personally appeared W'm Johnson and O. B. Barrows, to me personally know to be the identical persons whose names are affixed to the foregoing supplemental contract and amendment, and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[SEAL.] (S'g'd) GEO. KROGER,
Notary Public Marshall Co., Pa.

STATE OF IOWA,
Marshall Co., ss:

Be it remembered that on the 20 day of September, A. D. 1870, before the undersigned, Geo. Kroger, a notary public in and for said county, personally appeared H. D. Heartwell, to me personally known to be the identical person whose name is affixed to the foregoing supple-
587 mental contract and amendment, and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal notarial, the day and year last above written.

[SEAL.] (S'g'd) GEO. KROGER,
Notary Public Marshall Co., Pa.

(Endorsed:) The Central Railroad of Iowa and the citizens of Marshall Township, by the township trustees of said township, Marshall County, Iowa, 1871. Contract "original." Filed for record October 13th, A. D. 1871, at 12 o'clock m., and recorded in book 43, page 331. F. M. Thomas, recorder. D. Filed before master. Filed Jul. 2, 1875. George B. Corkhill, clerk.

588, 589 *Abstract of title of all of lots* 1, 2, 3, 4, *&* 5, *lying north of Linn Creek, and the north* ½ *of lots* 6, 7, *&* 8, *all in Anson's subdivision of the W.^{2} of the S. E.^{4} of sect. No.* 35, *t'p* 84, *R.* 18 *West* 5 *P. M., Marshall Co., Iowa, showing all transfers and incumbrances since date of entry to the present time, including mortgages, title-bonds, tax-sales, judgments, and mechanics' liens, nowon record, this 25th day of July, A. D.* 1871, *at* 12 *o'clock m., & properly indexed.*

[F. M. Thomas, Marshalltown, Iowa, general real estate and collection agent; examination of titles made, and abstracts furnished; author and possessor of the only complete set of abstract-books in the county.]

Grantor.	Grantee.	Instrument.	Date of filing.			Date of instrument.			Before whom taken.	Consideration.	Record.		Remarks.
			Month.	*Day.*	*Year.*	*Month.*	*Day.*	*Year.*			*Book.*	*Page.*	
United States	Louis A. Benvist	Cert. E.	J.			July	17,	1853			O. E. book.		N. W.^{4} S. E.^{4}, 35, &c.
Same	Henry Anson	" "				"	8,	"			" "	"	S. W.^{4} " " "
Henry Anson & wife	Elizabeth R. Anson	Deed	July	5,	'55	Nov.	16,	'53	J. P	50 00	C.	212	" " " "
Louis A. Benvist & wife	Henry Anson	"	Aug.	19,	'56	Sept.	8,	'55	N. P	360 00	F.	21	N. W.^{4} " " "
Elizabeth R. Anson	Henry Anson	"	Aug.	19,	'56	July	21,	'56	J. P	500 00	F.	25	S. W.^{4} " " "
Henry Anson	Cha's T. Gorham	Mortg	Oct.	2,	'63	Oct.	1,	'63	Clerk	3,000 00	N.	341	All, satisfied see book 14, page 295.
Same	H. E. J. Boardman	"	Nov.	17,	'65	Nov.	16,	'65	N. P	1,000 00	10	187	" satisfied June 20th, 1866.
Henry Anson, 5 a	Geo. W. Westlake	Deed	"	24,	'68	Nov.	18,	'68	"	700 00	28	90	All that part of lots 1 & 2 lying north of Linn Creek.
Same, 3 a	Price & Stocking	"	July	10,	'68	June	28,	'68	"	450 00	17	411	" " " " " 3 " " " " "
Same, 3 a	Peter Kreutzer	"	M'ch	9,	'70	M'ch	9,	'70	Clerk	300 00	31	410	" " " " " 4 " " " " "
Same	J. E. Watson & E. Ballman.	"	Nov.	2,	'70	Nov.	2,	'70	N. P	575 00	38	53	" " " " " 5 " " " " "
									Costs.		*Court doc.*		
C. M. Silvery vs	Henry Anson et al	Judgm't				Feb.	8,	'70	$6 20	310 00	1	84	Assigned to J. L. Williams & interest satisfied Aug. 23, '71.
D. W. Cunningham "	Same	"				Nov.	8,	"	$6 30		1	161	Satisfied as to lots 6, 7, & 8, above named.
Same "	Same	"				Feb.	7,	'71	$6 30	174 09	1	196	& interest at 6 %.
Abbot & Kinsley "	"	"				Feb.	7,	'71	$6 30	364 11	1	201	& interest at 10 %; satisfied as to lots 6, 7, & 8, above.
A. A. Hall "	Price & Stocking	"				"	9,	'70	$18 20	1,251 09	1	104	& interest, stayed by McL. Rodgers & assigned to him.
State of Iowa "	Peter Kreutzer	"				Sept.	6,	'64	18 95	100 00	A.	150	& interest.

(Signed) F. M. THOMAS, *Recorder, &c.*

590, 591 (Indorsed:) E. Filed before master. Abstract of title to lots 1, 2, 3, 4, & 5, north of Linn Creek, & N. ½ lots 6, 7, & 8, in Anson's subdivision of W. ½ S. E. ¼ of 35, 84, 18. Filed July 2, 1875. (Signed) George B. Corkhill, clerk.

592, 593 *Abstract of title of* ^{1}*blocks one, two, & five* (1, 2, & 5), & ^{2}*lots* 1 & 10, *bl'k* 3, & ^{3}*lots* 1, *bl'k* 4, *Glick & Willigrod's add. to Marshall. Also, a part of the N. E.* ½ *S. W.* ½ 35, 84, 18, *as follows: Com. at S. W. corner of said forty, thence N.* 6 *rods; thence in a northeasterly direction* 105 *R.* 8$\frac{1}{8}$ *L. to a point* 4 *R. S. of the N. E. cor. of said* 40 *acres; thence S.* 32 *R. &* 16$\frac{7}{8}$ *L., to N. E. cor. of Chester Heald's land; thence W.* 7$\frac{6}{10}$ *R.; thence S.* 13$\frac{6}{100}$ *R.; thence in a southwesterly direct., bounded on S. by land of Heald & Fisher, to the N. W. angle of said land of Heald & Fisher; thence S.* 9 *R. to S. line of said* 40 *acres; thence W.* 40 *R. &* 1$\frac{3}{8}$ *links to the place of begin'ing, containing* 14 *acres &* 52$\frac{3}{10}$ *rods, being* 2$\frac{63}{1000}$ *acres out of said description, showing all transfers and incumbrances since date of entry to the present time, including mortgages, title bonds, tax-sales, judgements, and mechanics' liens, now on record, this* 13*th day of September, A. D.* 1871, *at* 12 *o'clock m.*

[F. M. Thomas, Marshalltown, Iowa, general real estate and collection agent. Examination of titles made and abstracts furnished. Author and possessor of the only complete set of abstract-books in the county.]

Grantor.	Grantee.	Instrument.	Date of filing.			Date of instrument.			Before whom taken.	Consideration.	Record.		Remarks.
			Month.	*Day.*	*Year.*	*Month.*	*Day.*	*Year.*			*Book.*	*Page.*	
United States........	Lewis Hayden........	Cert. of E.	....	....	....	June	28,	'52	....	....	O. E. Book.		Conveys N. ^{2} S. W. ^{4} 35, 84, 18, on which all the above land is located, except lot 1 & part of lot 13, bl'k 1, G. & W.'s add.
Lewis Hayden & wife....	School fund	Mortg.....	Not shown.			Sept.	20,	'52	J. P.	58 00	B.	8	N. ^{2} S. W. ^{4} 35, 84, 18, satisfied.
Same	Wells S. Rice........	Deed......	M'ch	20,	'56	April	2,	'53	"	180 00	E.	106	" " " " " acknowledgments irregular.
Wells S. Rice & wife.....	Geo. Glick & E. Willigrod	"	May	30,	'64	May	30,	'64	N. P.	954 79	2	322	15 acres & 146$\frac{1}{10}$ R. in N. E. ^{4} S. W. ^{4}, being the land on which G. & W.'s add. is ocated, except lots & p'rt of 13, B. 1, as above stated.
United States........	Henry Anson........	Cert. of E.	....			July	17,	'52			O. E. Book.		S. E. ^{4} N. W. ^{4} 35, 84, 18, on which lots 11 & 12, B. 13, Anson's add. was located, of which lot 1 & p'rt of lot 13, B. 1, G. & W.'s add. is part.
Henry Anson........	Tho's Gettings........	Deed......	April	13,	'60	Aug.	2,	'59	N. P.	250 00	N.	480	Lots 11 & 12, B. 13, Anson's add., on which 1 & p'rt of 13, B. 1, G. & W.'s add. is located.
Thomas Getting & wife...	David Rickey	"	Dec.	23,	'64	Dec.	..	'64	Judge.	50 00	6	230	Lots 11 & 12, B. 13, Anson's add., on which 1 & p'rt of 13, B. 1, G. & W.'s add., is located.
David P. Rickey & wife..	Geo. Glick & E. Willigrod	"	May	4,	'65	May	1,	'65	N. P.	40 00	8	75	Lots 11 & 12, B. 13, Anson's add., on which 1 & p'rt of 13, B. 1, G. & W.'s add., is located.
E. Willigrod & wife......	Geo. Glick........	"	Aug	6,	'70	Aug.	6,	'70	"	500 00	31	584	Und. ½ lots 1, 2, 5, 6, 7, 9, 10, 11, & 12, B. 1, & 5, 6, & 7, B. 2, & 1, 2, & 3, B. 5, G. & W.'s add.
Geo. Glick & wife........	E. Willigrod........	"	"	6,	'70	"	6,	'70	"	500 00	31	585	Und. ½ lots 3, 4, 8, & 13, B. 1, & 1, 2, 3, & 4, B. 2, & 1, 8, 10, B. 3, G. & W.'s add.
L. Willigrod & wife......	H. Watson & E. Ballman.	"	Nov.	14,	'70	Nov.	14,	'70	"	75 00	38	64	Lot 8, B. 1, G. & W.'s add.

Geo. Glick & wife	Fredrick & Lockwood	"	Dec.	9,	'70	Dec.	9,	'70	"	200 00	38	88	Lot 1, B. 1, " " " "
E. W. Lockwood & wife	L. J. Webber	"	Feb.	18,	'71	Feb.	18,	'71	"	6,000 00	38	165	Und. ½ lot 1, B. 1, G. & W.'s add.
L. J. Webber & wife	E. W. Lockwood	Mortg	"	18,	'71	"	18,	'71	"	3,000 00	42	26	Und. ½ " 1, " 1, " " "
Geo. Glick & wife	Rebecca Thorpe	Bond	May	24,	'71	May	19,	'71	"	175 00	43	53	Lot 2, B. 1, G. & W.'s add.
Same	John Herbert	"	July	12,	'71	April	24,	'71	"	400 00	43	153	Lots 9, 10, & 11, B. 1, " " "
E. Willigrod & wife	Sylvester Krum	"	May	8,	'71	May	8,	'71	"	165 00	43	24	P'rt lot 1, bl'k 2, G. & W.'s add. to Marshall, com. at S. E. cor. N. 60 ft., W. 180 ft., & E. to beg.
594,595 Geo. Glick & wife.	Michael Rachl	Deed	Sept.	12,	'70	Aug.	23,	'70	N. P.	100 00	38	5	Lot 1, B. 5, G. & W.'s add.
Wells S. Rice & wife	Orson Childs	"	May	30,	'64	May	28,	'64	"	545 21	2	321	Description No. 4, in caption.
Orson Childs & wife	Timothy Brown	"	M'ch	24,	'66	April	22,	'66	"	630 00	12	75	" " 4, " "
Wells S. Rice & wife	School fund	Mortg	Sept.	28,	'58	Sept.	20,	'58	"	58	L.	536	N. ½ S. W. ¼ 35, 84, 18, satisfied.
Timothy Brown & wife	W. K. Smith	"	Jan.	2,	'67	Jan.	2,	'66	"	500 00	14	348	Description No. 4, in caption, satisfied Jan'y 4, '68.
Same	Same	"	"	21,	"	"	2,	'67	"	500 00	14	307	Description No. 4, in caption, satisfied Jan'y 4, '68.
Same	Ja's L. Williams & J. D. McCord.	Deed	May	25,	'68	May	25,	'68	"	750 00	24	292	Und. ⅔ of " No. 4, " "
Ja's L. Williams & wife Timothy Brown & wife	Geo. Glick & E. Willigrod	"	July	28,	'70	July	27,	'70	"	214 00	32	524	Part of de'c. 4, in caption.
J. D. McCord & wife	T. Brown & J. L. Williams	"	Nov.	5,	'68	Oct.	14,	'68	"	333 33	28	36	Und. ⅓ of de'c. 4, " "
T. Brown et ux., & J. L. Williams & wife.	J. Turner, D. T. Smith, & E. Willigrod.	"	Aug.	11,	'71	July	29,	'71	"	522 40	40	500	Com. 226 ft. S. of N. E. cor. said 40 acres; thence S. 250½ ft. W. to west line of highway, as now indicated by the fence, W. 449½ ft.; N. 146¼ ft.; N. 48⅝° E. var. 9° 45′, 158 ft., and thence E. 403¼ ft. to place of begin'ing, containing 2 43/100 acres, sub. to highway.
Michael Rachl & wife	Same	"	"	11,	"	"	29,	"	"		38	357	Lot 1, B. 5, G. & W.'s add.
									Costs.		*Court*	*rec.*	
Parker & Rice vs.	Geo. Glick, Bly & others.	Judgm't				Nov.	8,	'70	$9.35	92 32	1	158	
Davenport vs.	W. W. Owens, Geo. Glick, stay.	"				Feb.	7,	'71	9.45	4,780 78	1	238	Assigned to Boardman, Brown & Williams.
Iowa R. R. Co. "	Smith, B. T. Frederick, on stay.					"	7,	'71	7.30	113 60	1	227	

Lots 11 & 12, block 13, Anson's add. to Marshall, sold for tax 1869 to T. Brown & W'm Bremner.

(Signed] F. M. THOMAS, *Recorder.*

596 Know all men by these presents, that we, John Turner, Delam
T. Smith, and Edward Williyrod, of the city of Marshalltown,
county of Marshall and State of Iowa, trustees, holding in trust the
lands hereinafter described and conveyed for the citizens of said city
and vicinity, for the uses and purposes hereinafter referred to and ex-
pressed, in consideration of the sum of one dollar to us in hand paid by
the Central Railroad of Iowa, and upon the further consideration that
said Central Railroad Company has agreed to build, on or before the
first day of January, A. D. eighteen hundred and seventy-three, its cen-
tral and principal car, coach, and locomotive, repair, and machine shops
at the city of Marshalltown, Iowa, and maintain the same there at least
one hundred (100) years, have given and conveyed, and do hereby give
and convey, unto said Central Railroad Company, its successors
597 and assigns, all our right, title, and interest in the following de-
scribed lands, situated in the county of Marshall and State of
Iowa, to wit: Lot No. one (1) in block No. four (4), and lots one and ten
(1 & 10) in block No. three (3), in Slick and Williyrod's addition to
Marshall, as per recorded plat of said addition. Said lands are hereby
conveyed, without reservations or conditions, owing to a misunder-
standing between said Turner, Smith, and Williyrod, of the first part,
and the president of said Central Railroad Company of Iowa as to their
obtaining lots No. seven (7), eight (8), and nine (9), in block No. twelve
(12), in Ausin's first addition to Marshall aforesaid, for a part of the
machine-shop grounds for said company. Said misunderstanding being
settled satisfactory to both parties, by the conveyance of said lots
in Slick and Willyrod's addition, without the reservations and
598 conditions specified in a certain other deed made by said parties
of the first part to said Central Railroad Company, dated the 7th
day of October, A. D. one thousand eight hundred and seventy-one,
and the said John Turner, Delam T. Smith, and Edward Williyrod,
each for himself hereby covenants that he has in no manner encum-
bered said prem ; that he conveys hereby all title and interest re-
ceived by him, in pursuance of said trust, and that he will forever war-
rant and defend the premises against all persons lawfully containing the
same, or any part thereof, by, under, or through him; and for the pur-
pose of testing said lands according to the true intent and meaning hereof
in said Central Railroad Company of Iowa, its successors and assigns,
free from the apparent cloud upon the title by reason of said lands
599 having been conveyed to said John Turner, Delam T. Smith, and
Edward Williyrod in their private and individual names, we, M.
P. Turner, wife of the said John Turner, Nettie P. Smith, wife of the
said Delam T. Smith, and Catherine Williyrod, wife of the said Edward
Williyrod, hereby severally relinquish all the dower and rights of dower
which we severally have or appear to have in said premises.

In witness whereof we have hereunto set our hands this seventh day of October, A. D. 1871.

(S'g'd)

JOHN TURNER.
DELANO T. SMITH.
EDWARD WILLIGOOD.
M. P. TURNER.
METTIE P. SMITH.
CATHARINE WILLIGOOD.

[U. S. int. rev. stamp, 100 cts. J. T., M. P. T., D. T. S., M. P. S., E. W., C. W. October 7, 1871.]

STATE OF IOWA,
Marshall County, ss:

Be it remembered that on the 9th day of October, A. D. 1871, before
the undersigned, a notary public in and for said county, came John
Turner, M. P. Turner, Delam T. Smith, Nettie P. Smith, Edward Williyrod, & Catherine Williyrod, to me personally known to be the iden-
600 tical persons whose names are subscribed to the foregoing deed as
grantors, and acknowledged the instrument to be their voluntary
act and deed, and that they executed the same for the purposes therein
expressed, as witness my hand and seal notarial the day and year last
above written.

(S'g'd) MYRON W. SCOTT,
[SEAL.] *Notary Public.*

(Endorsed:) 22. Turner, Smith, & Willigood & wives to Central Railroad of Iowa. Special warranty deed. State of Iowa, Marshall County. Entered for taxation, Oct. 13, 1871. J. Banbury, auditor. Filed for record October 13, A. D. 1871, at 9^2 o'clock a. m., and recorded in book 22, page 510. F. M. Thomas, recorder. F. Filed before master. Filed Jul: 2, 1875. George B. Corkhill, clerk.

601 *Transcript of judgment.*

STATE OF IOWA,
Marshall County ss:

Be it remembered that at a regular term of the district court of Iowa in and for Marshall County, begun and held at the court-house in the city of Marshalltown, on the 22 day of April, A. D. 1873, at which was present Hon. D. D. Chase, sole presiding judge, E. C. McMillan, sheriff of said county, and T. P. Marsh, clerk of said court

And now, on the 3 day of May, A. D. 1873, it being the eleventh day of said regular term, the following proceedings among others were had and entered of record, to wit:

J. S. BRITTON, J. W. HAMBELL, ET AL.,
vs. } 584. Equity.
T'P OF MARSHALL ET AL.

Be it remembered that whereas on the 10th of December, A. D. 1872,
by virtue of an agreement entered into and filed in the cause by
602 the parties to this suit by their attorneys, this cause was refer'ed
to D. D. Chase, reference, to hear, try, and determine every question in the case, and the time for such hearing was by agreement of the parties fixed at the third Tuesday January, A. D. 1873, and the trial before said referee was to take place at Marshalltown, Iowa, and did take place before said referee at the time fixed and afterwards, and at the April term of the district court held in and for said county, to wit, on the 3rd day of May, A. D. 1873, said referee did report to this court finding the issues for the defendant and that the tax enjoined was legally and properly levied, is just and valid and should be collected by the treasurer of said county, and plaintiffs are adjudged to pay the same; and this cause coming before the court upon the report of the referee, and being
fully advised in the premises, it is hereby ordered, adjudged, and
603 decided by the court that the report of the referee be confirmed
and that the injunction issued in this cause be and the same is
hereby dissolved, and the plaintiffs' bill be dismissed at plaintiffs' costs, and this cause for the purpose of assessing damages on the injunction

596 Know all men by these presents, that we, John Turner, Delam
T. Smith, and Edward Williyrod, of the city of Marshalltown,
county of Marshall and State of Iowa, trustees, holding in trust the
lands hereinafter described and conveyed for the citizens of said city
and vicinity, for the uses and purposes hereinafter referred to and expressed,
in consideration of the sum of one dollar to us in hand paid by
the Central Railroad of Iowa, and upon the further consideration that
said Central Railroad Company has agreed to build, on or before the
first day of January, A. D. eighteen hundred and seventy-three, its central
and principal car, coach, and locomotive, repair, and machine shops
at the city of Marshalltown, Iowa, and maintain the same there at least
one hundred (100) years, have given and conveyed, and do hereby give
and convey, unto said Central Railroad Company, its successors
597 and assigns, all our right, title, and interest in the following described
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Marshall, as per recorded plat of said addition. Said lands are hereby
conveyed, without reservations or conditions, owing to a misunderstanding
between said Turner, Smith, and Williyrod, of the first part,
and the president of said Central Railroad Company of Iowa as to their
obtaining lots No. seven (7), eight (8), and nine (9), in block No. twelve
(12), in Ansin's first addition to Marshall aforesaid, for a part of the
machine-shop grounds for said company. Said misunderstanding being
settled satisfactory to both parties, by the conveyance of said lots
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598 conditions specified in a certain other deed made by said parties
of the first part to said Central Railroad Company, dated the 7th
day of October, A. D. one thousand eight hundred and seventy-one,
and the said John Turner, Delam T. Smith, and Edward Williyrod,
each for himself hereby covenants that he has in no manner encumbered
said prem ; that he conveys hereby all title and interest received
by him, in pursuance of said trust, and that he will forever warrant
and defend the premises against all persons lawfully containing the
same, or any part thereof, by, under, or through him; and for the purpose
of testing said lands according to the true intent and meaning hereof
in said Central Railroad Company of Iowa, its successors and assigns,
free from the apparent cloud upon the title by reason of said lands
599 having been conveyed to said John Turner, Delam T. Smith, and
Edward Williyrod in their private and individual names, we, M.
P. Turner, wife of the said John Turner, Nettie P. Smith, wife of the
said Delam T. Smith, and Catherine Williyrod, wife of the said Edward
Williyrod, hereby severally relinquish all the dower and rights of dower
which we severally have or appear to have in said premises.

In witness whereof we have hereunto set our hands this seventh
day of October, A. D. 1871.

(S'g'd)

JOHN TURNER.
DELANO T. SMITH.
EDWARD WILLIGOOD.
M. P. TURNER.
METTIE P. SMITH.
CATHARINE WILLIGOOD.

[U. S. int. rev. stamp, 100 cts. J. T., M. P. T., D. T. S., M. P. S., E. W., C. W. October 7, 1871.]

STATE OF IOWA,
Marshall County, ss:

600 Be it remembered that on the 9th day of October, A. D. 1871, before the undersigned, a notary public in and for said county, came John Turner, M. P. Turner, Delam T. Smith, Nettie P. Smith, Edward Williyrod, & Catherine Williyrod, to me personally known to be the identical persons whose names are subscribed to the foregoing deed as grantors, and acknowledged the instrument to be their voluntary act and deed, and that they executed the same for the purposes therein expressed, as witness my hand and seal notarial the day and year last above written.

(S'g'd) MYRON W. SCOTT,
[SEAL.] *Notary Public.*

(Endorsed:) 22. Turner, Smith, & Willigood & wives to Central Railroad of Iowa. Special warranty deed. State of Iowa, Marshall County. Entered for taxation, Oct. 13, 1871. J. Banbury, auditor. Filed for record October 13, A. D. 1871, at 9^2 o'clock a. m., and recorded in book 22, page 510. F. M. Thomas, recorder. F. Filed before master. Filed Jul: 2, 1875. George B. Corkhill, clerk.

601 *Transcript of judgment.*

STATE OF IOWA,
Marshall County ss:

Be it remembered that at a regular term of the district court of Iowa in and for Marshall County, begun and held at the court-house in the city of Marshalltown, on the 22 day of April, A. D. 1873, at which was present Hon. D. D. Chase, sole presiding judge, E. C. McMillan, sheriff of said county, and T. P. Marsh, clerk of said court

And now, on the 3 day of May, A. D. 1873, it being the eleventh day of said regular term, the following proceedings among others were had and entered of record, to wit:

J. S. BRITTON, J. W. HAMBELL, ET AL.,
vs. } 584. Equity.
T'P OF MARSHALL ET AL.

602 Be it remembered that whereas on the 10th of December, A. D. 1872, by virtue of an agreement entered into and filed in the cause by the parties to this suit by their attorneys, this cause was refer'ed to D. D. Chase, refere*nce*, to hear, try, and determine every question in the case, and the time for such hearing was by agreement of the parties fixed at the third Tuesday January, A. D. 1873, and the trial before said referee was to take place at Marshalltown, Iowa, and did take place before said referee at the time fixed and afterwards, and at the April term of the district court held in and for said county, to wit, on the 3rd day of May, A. D. 1873, said referee did report to this court finding the issues for the defendant and that the tax enjoined was legally and properly levied, is just and valid and should be collected by the treasurer of said county, and plaintiffs are adjudged to pay the same; and this cause coming before the court upon the report of the referee, and being fully advised in the premises, it is hereby ordered, adjudged, and 603 decided by the court that the report of the referee be confirmed and that the injunction issued in this cause be and the same is hereby dissolved, and the plaintiffs' bill be dismissed at plaintiffs' costs, and this cause for the purpose of assessing damages on the injunction

bond only is continued, to which ruling, judgment, & decision of the court the plaintiffs except.

STATE OF IOWA,
Marshall County, *ss :*

I, E. R. Jones, clerk of the district court of Iowa, in and for Marshall County, do hereby certify the above and foregoing to be a full, true, and complete copy of the decree in the above-entitled cause as rendered by said district court, as full, true, and complete as the same remains of record in my office.

In testimony whereof, I hereunto set my hand and affix the seal of said district court at my office, in the city of Marshalltown, this 21st day of June, A. D. 1875.

[SEAL.]

E. R. JONES,
Clerk of said Court.
By W. H. HAMMOND,
Deputy.

604 (Endorsed :) Transcript of judgment. J. S. Britton et al. vs. T'w'p Marshall et al. Filed Jul. 2, 1875. George B. Corkhill, clerk. G. Filed before master.

605 *Additional decree.*

In district court, Marshall Co., November term, 1874.

ISAAC S. BRITTON, W. K. SMITH, J. W. HAMBELL,
vs.
MARSHALL TOWNSHIP, MARSHALL COUNTY, Iowa, H. A. Gerhart, treasurer, & Cent. Railroad Co. of Iowa,

and

O. T. CRANKLETON ET AL.
vs.
SAME DEFENDANTS.

And now, to wit, December 4, 1874, this cause coming on for hearing on motion and agreement for final disposition, Brown & Sears appearing for the defendants, pl'ffs in the motion, & Thaddeus Binford for the plaintiffs, and the court having heard the evidence, and these two causes having heretofore been consolidated, and the court being fully advised in the premises, it is ordered, adjudged, and decreed that 606 the defendants, the Township of Marshall, Marshall County & State of Iowa, H. A. Gerhart, treasurer of Marshall County & State of Iowa, and the Central Railroad Company of Iowa have and recover of T. Binford, executor of the estate of Isaac S. Britton, deceased, as such executor, & from W. C. Woodworth, executor of the estate of W. K. Smith, deceased, from monies in their hands as such executors, J. W. Hambell, O. T. Crankleton, George Downing, C. A. Downing, John A. Kelly, John O'Neal, Alpheus Phillips, Amos Phillips, C. L. Chapman, A. T. Hall, Isaiah Wood, Christ Eich, J. D. Allen, Andrew Englihart, Beemer & Englihart, O. H. Ashby, Mathew Hilion H. Beckwith, Benj. Williams, Joseph Balls, David Timma, N. F. Tramans, W'm Wallace, Dunham & Crankleton, Cha's Waters, Geo.

Mink, Henry Forney, S. Binford, Francis Gaylord, Price & Stocking,
N. H. Beasley, R. K. Clark, R. R. Ralls, John Crabtree, Alva
607 Anson, James Evans, Isaac Johnson, John Hanna, T. H. Hardy,
Cha's Brinnick, W'm Bailey, W'm Ralls, E. A. Somers, Newell
Stiles, O. L. Binford, Martha Sampman, Nath. Lucas, Rob't Binford, G.
W. Tower, H. B. Varnum, Sylvester Lampman, Henry Lampman, R.
K. Clark, Alva Anson, Isaac Johnson, S. T. Ward, D. E. Marks, Hannah
Wescott, Tho's Denlavy, W'm Merrill, S. Dunton, Perry G. Smith,
Binford Bro's, David Scully, D. C. Snow, and F. J. Woodbury, John P.
Woodbury, Geo. W. Smith, Joseph Ralls, sureties on appeal bond in the
sum of seven hundred & fifty dollars attorney fee and costs of these proceedings,
taxed at dollars, and each of said parties who have joined
in this action to restrain collection of tax shall be deemed and held as principal
debtors for such portion of attorneys' fees and costs hereby allowed
as damages on injunction bond as his tax bears to whole amount, and
surety as to further sum as between themselves, and that the taxes
enjoined shall become due and payable as by the terms of the
608 contract made between the railroad company and the people
through their proper representations, & after due they shall
draw such interest and be subject to such penalties as have been agreed
upon between such parties, and to no other penalties whatever.

(S'g'd) D. D. CHASE, *Judge.*

STATE OF IOWA,
Marshall County:

I, E. R. Jones, clerk of the district court in and for Marshall County, Iowa, do hereby certify that the above and foregoing is a true and correct copy of the consolidated decree in the case of Britton and Crankleton vs. Marshall Township, Marshall County, H. A. Gerhart, treas. Cent. R. R. of Iowa, et al., as appears from the original decree on file and recorded in my office.

Dated at Marshalltown, June 21, 1875.

Witness my hand and seal of district court.

[SEAL.] E. R. JONES, *Clerk.*

609 (Endorsed:) L. S. Britton et al. vs. Marshall County et al.
Decree. Decree record No. 7, page 13. Filed Jan'y 2, 1875. E.
R. Jones, clerk. Filed Jul' 2, 1875. George B. Corkhill, clerk.

610 Supreme court, Sept. term, 1874.

ISAAC S. BRITTON ET AL., APP'L'TS,
vs.
THE CENTRAL R. R. OF IOWA ET AL.

Appeal from Marshall district court.

This is a suit in equity brought by the pl'tffs, Britton and two others, for themselves and others too numerous to name, to enjoin the collection of a tax, voted by the township of Marshall, in and of the Central Railroad of Iowa; a preliminary injunction was granted ex parte. The answer of the def'ts, the Central Railroad Co., the county treasurer and others, were mainly in denial of the allegations of the petition. The issues of fact then made were tried by the first method and found for the def'ts, and the petition was dismissed absolutely.

The plaintiffs appeal.

L. M. PRESTON AND SON,
For App'lts.
BROWN AND SEARS,
For Appellees.

611 COLE, J.

This is a suit in equity properly triable, & was tried by the first method of trying equity cases. On the appeal to this court it is to be tried de novo upon the evidence, and of course in such cases we must have all the evidence used in the trial below & none other.

In this case we have nothing whatever to show that we have all the evidence. The counsel for appellants do not averr, state. or claim in their abstract that it is an abstract of all the evidence, while the counsel for appellees affirm that it is not an abstract of all, and insist upon that point here.

There is contained in the abstract a statement of an agreement by counsel, made before the trial below, that either party might (upon the argument) read as evidence copies of any records applicable to the issues. No such records are afterwards referred to in the abstract, nor is it stated that none such were used. Counsel for app'l't should at least state that they have furnished an abstract of all the evidence. If this is not properly controverted it will be accepted as true. 612 If it is thus controverted, then appellant should furnish an abstract of the certificate of the clerk or judge, showing what evidence was used on the trial below, and if the abstract furnished covers it, all will be accepted, unless an amended or controverting abstract is furnished by the other party.

Because we have nothing to show that we have an abstract of all the evidence used on the trial below, the judgment must be affirmed.

I, C. Linderman, clerk of the supreme court of Iowa, do hereby certify that the foregoing pages contain a full, true, and complet' copy of the opinion of said court in the case of Isaac S. Britton et al. vs. The Cent. R'y of Iowa, as full, true, and complete as the same remains on file and of record in my office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court this 2nd day of October, A. D. 1874.

[SEAL.] C. LINDERMAN, *Clerk.*

613 (Endorsed:) Britton vs. Cent. R. R. of Iowa. Opinion sup. court. Filed Nov. 7, 1874. E. R. Jones, clerk. Filed Jul. 2, 1875. George B. Corkhill, clerk.

614 COMMON COUNCIL ROOMS,
Marshalltown, Iowa, June 21, 1875.

At a meeting of the common council of the city of Marshalltown, Iowa, on the 21 day of June (present, Mess. Cha's E. Brownley, A. L. Bunce, W'm H. Calhoun, W'm East, B. F. Fredrick, Fred. Guemne, John Turner, comprising a majority & a quorum), the following preamble & resolution was unanimously adopted, on motion of B. F. Fredrick, second' by J. Turner, to wit:

Whereas, about the 1st May, 1871, a contract was entered into between the Central Railroad Co. of Iowa, on the one part, & the township of Marshall by its trustees (second party), by which contract it was provided that a tax of 5 p'r c't should be raised by the second party, & $45,000.00 of the same devoted to the erection of machine shops of said railroad, & certain 40 acres of land be also furnished & conveyed to first party for location of said shops, all under certain conditions in said contract shown. 615 And whereas said lands within the confines of the city has been conditionally conveyed, the tax levied, $20,000.00 of the same paid over to the 1st party, & the remaining $25,000.00 is regarded as available whenever it shall be properly & legally required under the provisions of the contract; and whereas it is regarded as important that the machinery & shops at Eldora be moved to Marshalltown, & it is estimated that the sum of fifteen thousand doll's will suffice for that purpose,

Therefore, resolved that it is the opinion of this city, by its said council, that said shops may be removed from Eldora by the tax & money now in hand without requiring the R. Road Co. to furnish its corresponding under the contract, but waiving for the present the same, by reason of the well known embarrassments of the company
the said city of Marshalltown hereby undertakes in all proper
616 manner, & so far as may be in its power, to cause said removal &
erection without other expense than as above designated, proper estimates of expenditures having first been presented.

The city of Marshalltown & its common council request that the petition for removal now on file in the cir. c't of the U. S. be granted, & order a copy hereof to be furnished said circuit court.

State of Iowa,
City of Marshalltown :

I Alphonse Sadler, clerk of the common council of said city, do hereby certify that the above & foregoing is a full & true copy of proceedings of said council in regard to removal & erection of machine-shops, as full & complete as shown by the original record in my custody.

[SEAL.] (S'g'd) ALPHONSE SADLER,
City Clerk.

(Endorsed:) Certificate common council & trustees. H. Filed before master. Filed Jul' 2, 1875. George B. Corkhill, clerk.

617 *Article of incorporation of the Eldora Railroad & Coal Co.*

Art. 1. The undersigned form themselves into a corporation under the name & style of the Eldora Railroad & Coal Company, with full powers to send & be sent, to adopt a common seal, & to acquire, hold & sell real & personal property.

Art. 2. The object of the corporation shall be to construct, operate, and maintain a railroad from some convenant point near Ackley station, on the Dubuque & Sioux City Railroad, thence on the coast route, via Steamboat Rock to Eldora, in Hardin County, Iowa; also to acquire such real estate & coal mines, either by fee simple title, lease, or otherwise, as the company may from time to time deem necessary for the purpose of mining & selling coal, including such real estate in the city of Dubuque as may be necessary for coal yards, tracks, &c., for the purpose of storing & selling coal.

618 Art. 3. The capital stock of the company shall be seven hundred & fifty thousand dollars, divided in shares of one hundred dollars each, and the greatest amount of indebtedness at any one time shall not exceed five hundred thousand dollars.

Art. 4. The individual property of the stockholders shall not be liable for corporate debts beyond the amount of their respective stock subscription.

Art. 5. The principal place of business shall be at Dubuque, Iowa. The board of directors may also hold meetings in the city of New York.

Art. 6. The business of the company shall be managed by a board of

five directors who shall be elected annually on the first Monday of September. The first board of directors shall consist of Charles C. Gilman,
Henry S. Hetherington, Solon F. Lothrop, Henry L. Huff, & William J.
Mair, who shall hold office until the first Monday of September
619 next, & until their successors are elected. A majority of the
board shall constitute a quorum. At elections of directors and
meetings of the company each share shall be entitled to and vote. The
stockholder may vote in person or by proxy at meetings of directors.
Absent members may vote by another holding their proxy in writing.

Art. 7. The officers of the company shall consist of a president, to be chosen by the board from their own number, and of some suitable person, to be appointed by the board, who shall act as secretary and treasurer. The board shall have power to appoint all such other officers, agents, and employers as may be necessary and proper for the transaction of the business of the company. All officers shall hold office during the pleasure of the board.

Art. 8. The board of directors shall have power to fill any vacancy
that may at any time exist in their number.
620 **Art.** 9. This corporation shall commence on the 24th of January, 1866, and shall continue for fifty years with right of renewal.

PLATT SMITH,
W'M J. MAIR,
HENRY L. HUFF,
SOLAN F. LOTHROP,
C. C. GILMAN,
HENRY S. HETHERNGTON,
Corperators.

(Endorsed:) Articles of incorporation of the Eldora R. R. & Coal Company. Copy filed by master and numbered No. 1, recorder's office, Dubuque, Iowa. Filed for record Jan'y 29th, 1866, at 10 o'clock a. m. Recorded in record of incorp't No. 1, page 326 & 327. W. Lins, rec. Filed Jul. 2, 1875. George B. Corkhill, clerk.

621 *Articles of incorporation of the Eldora & Steamboat Rock Coal Company.*

Art. 1. Be it known that we, the undersigned, have this day associated ourselves as incorporators for the purpose of purchasing and selling coal lands, and for the purpose of mining and selling coal in conformity with the provisions of chapter 52 of the revision of 1860, un*less* the following regulations and powers, to wit:

2. The name of this corporation shall be the Eldora & Steamboat Rock Coal Company.

3. The general business and object of this corporrtion is to secure by
purchase, or otherwise, coal lands in the vicinity of Eldora and Steamboat Rock, and adjacent to the propos*al time* of railroad from Ackley to
Eldora, that the same may be secured and granted to such railroad
company as shall build and operate a railroad from Ackley or any other
possible point to Eldora, and for the purpose of mining and selling
coal.
622 4. The place of business of this corporation shall be at the town
of Eldora, Hardin County, State of Iowa.

5. The amount of capital and stock of this corporation is $20,000, divided into 400 shares of $50 *such*. The amount of stock subscribed by

such incorporation shall be paid within 30 days from the time of signing his name hereto.

6. Any person may become a member of this corporation by subscribers his name to the articles of incorporation, complying to the *the* conditions of the same, and by taking at least one share in the capital stock thereof.

7. The time of the commencement of this corporal shall be on the first day of February, A. D. 1865, and continue until the first day of February, A. D. 1875.

8. The officers of this corporation shall consist of a president, vice-president, secretary and treasurer, who shall be elected by the stockholders at their usual meeting on the first Monday of February in each year.

9. It shall be the duty of the president to preside at all meetings of the corporation.

623 10. The vice-president shall possess the same powers as the president in the absence or inability of the president to act.

11. It shall be the duty of the secretary to keep a correct record of all the business transactions and proceedings of said corporations.

12. It shall be the duty of the treasurer to receive all moneys belong' to the corporation, and to pay the same out on order of the secretary, countersigned by the president, and same treasurer shall give bonds in the sum of twenty thousand dollars, and keep a correct record of all moneys received and paid out.

13. The president, secretary, & treasurer shall constitute a board for the transaction of all business appertaining to this corporation, with such powers as may be delegated to them by the corporation.

14. The indebtedness or liability of same corporation shall not exceed at any time the sum of $5,000 and private property of individual
624 stockholders shall not be liable for debts of the corporations.

15. All deeds, contracts, and conveyance, or the sale of any lands or interests therein, shall be signed by the president and countersigned by the secretary, provided, however, that no deed or contract for the conveyance of real estate shall be executed without the approval of a majority of the stockholders present at one annual or special meeting.

16. The annual meeting of this corporation shall be holden on the first Monday in February in each year at Eldora, Hardin County, Iowa, and such meeting shall have the power to fix the time of all adjourned meeting' to any given time, and no further notice shall be required.

17. Special meetings of the stockholders may be called by the secret'y, ten days' notice of which shall be given by publication in some newspaper published in the county, at all of which meetings such stockholders shall be entitled to cast one vote for each share
625 by them owned.

18. The articles of incorporation, together with such by-laws as may be hereafter adopted by the corporation, shall govern the corporation in all its business transactions.

Henry L. Huff.
S. F. Lothrop.
S. R. Edyington.
Jno. Hulbert.
S. G. Winchester.
W. J. Mair.
John Porter.

Joseph Edyington.
J. H. Cusack.
E. W. Eastman.
T. W. Hauser.
J. Q. Irving.
W'm Lochard.
W'm Martin.

(Endorsed:) Eldora & Seamboat Rock Coal Company. Articles of

incorporation. Copy. Filed before master and numbered 1. Filed Jul. 2, 1875. George B. Corkhill, clerk.

626 *Articles of incorporation of the Iowa River Railway Company, filed for record the 8th day of July, 1868, at 5 o'clock p. m.*

ARTICLE 1ST. We, the undersigned, do hereby form ourselves into an association and body corporate with perpetual succession, and with power of renewal, if it shall expire by limitation of statute or accident, to be known by the name of the "Iowa River Railway Company," and by that name shall have power to adopt a common seal, sue and be sued, plead and be impleaded, contract and be contracted with, acquire, hold, possess, encumber, and transfer both personal property and real estate, make and adopt by-laws, and do any and all other things which law and by the statutes of Iowa like corporations have to do, and shall be entitled to all the exemptions, privileges, and benefits of like corporations.

627 ARTICLE 2ND. The object of this corporation shall be to acquire, conduct, maintain, and operate a railroad from the north to the south line of the State of Iowa, through the towns Ackley and Eldora, in Hardin County, and intersecting the Cedar Rapids Missouri River Railroad at or near Marshalltown, and to cross the State as near as practicable to the 16th meridian of longitude west from Washington. The road to be single or double track or partly of both, as necessity may require.

ARTICLE 3D. The capital stock of this company shall be to seven limited millions of dollars (and not to exceed thirty thousand dollars to the mile of the road graded and tied), to be divided into shares of one hundred dollars each. The stock to be issued no faster than the road is graded and tied, and then only to the amount of thirty thousand dollars to the mile. The bonds of the company shall never exceed
628 sixteen thousand dollars to the mile of the road graded and ironed
and ready for operation by single track. And the indebtedness of the company shall never at any time exceed two-thirds the actual stock.

ARTICLE 4. The principal place of business of the company shall be at Eldora, in Hardin County, Iowa. But the board of directors may also hold special meetings in the city of Baltimore, M'd, and in New York City. The transfer office shall be in Eldora, but may be in New York if the directors shall at any time so order.

ARTICLE 5TH. The private property of the stockholders of this company shall not be liable for corporate debts.

ARTICLE 6TH. The business of this corporation shall be managed by a board of nine directors, who shall be elected annually on the first Monday in August. Should the election in any year not be holden on the stated day, it may afterwards be holden by order of the
629 directors. The first board of directors shall be composed of C.
C. Gilman and F. W. H. Sheffield, of Dubuque, Iowa; W. S. Rice, of Marshalltown, Iowa; Horace Abbott, Thomas Kensett, and John S. Gilman, of Baltimore, M'd; and H. P. Linscomb, of New York City. Five of the directors shall constitute a quorum for business.

At all elections and meetings of the company each share shall be entitled to one vote, which may be cast by the shareholder in person or by proxy in writing. The board shall also have power to appoint an executive committee of three from their number, with such power as the board shall from time to time confer; the powers thus conferred shall at all times be subject to be revoked by the board.

Article 7th. The officers of this company shall be a president and vice-president, chosen by the board from their number, and a secretary and treasurer & transfer agent, each of whom shall be appointed
630 by the board of directors, who, with all other persons appointed to any place by the board shall hold their respective places during the pleasure of the board of directors. The board of directors shall have power to fill all vacancies occurring in their own number. They shall also have power to appoint any and all such officers, agents, attorneys, and employees as may be necessary and proper to transact the business of the company, and to revoke the same.

Article 8th. This corporation shall commence on the 8th day of July, A. D. 1866, and continue until it expires by limitation of statute, with right of renewal thereafter.

Article 9th. These articles of incorporation may be amended at any regular meeting of the stockholders, and by record and publication of the amendments as required by the statutes of Iowa.

Article 10th. At any meeting of the directors any absent director may vote by proxy in writing holden by any director present at the meeting.

631 (Signed)

C. C. Gilman.
E. W. Eastman.
W. J. Moir.
Henry L. Huff.
R. H. McBride.
D. D. Chase.
Joseph Edginton.
Gardner Spencer.
J. Q. Patterson.
S. R. Edginton.
J. M. Scott.

Filed in the office of secretary of state, Sept. 1, 1868; recorded in book "C" of incorporations, pages 384, 385, and 386.

ED. WRIGHT,
Sec'y of State.

(Endorsed:) Articles of incorporation of the Ia. River Railway Co. 2. Filed before master. Filed Jul. 2, 1875. George B. Corkhill, clerk.

This contract, made and contracted this tenth day of July, A. D. 1869, by and between the Iowa River Railway Company, party of the first part, and the Central Railroad Company, of Iowa, party of the second part, each party being a corporation duly organized and existing under the laws of the State of Iowa, witnesseth—

Whereas the party of the first part own the railroad and all the adpurtenances from Ackley to Eldora, in Hardin County, Iowa, a distance of about 17 miles, which is now being operated by the said first-named company, and whereas the said company owns the right of way and grade and is now engaged in ironing and equippings the extension of said railroad from Eldora southerly to Marshalltown to the junction with the Chicago and Northwestern Railroad, which work it is expected will be completed and the road put in operation the entire dis-
633 tance on or before the fifteenth day of October next; and

Whereas the party of the second part desires to extend said railroad from Marshalltown southerly to the Missouri State line through the city of Oskaloosa and from Ackley northerly to the Minnesota State line, with the *alter*nate purpose of owning and operating the entire line of railroad from the north to the south line of the State of Iowa as indicated; and

Whereas said parties have come to a mutual understanding as to the transfer of said railroad from Ackley to Marshalltown aforesaid to said partys of the second part by the partys of the first part, it ist herefore agreed as follows:

First, Immediately upon completion of said railroad from Eldora to
Marshalltown and on or before the fifteenth day of October next, said
partys of the first part agrees to convey to the partys of the second
part by a good and sufficient deed of conveyance in fee-simple
634 and free from all encumbrance, except seven hundred and twenty
thousand dollars of seven per cent. coupon bonds predicated upon a
mortgage or trust-deed executed by the party of the first part to Henry
L. Stout and L. D. Randall, trustees, September 21st, 1868, all and
singular the said railroad from Ackley to Marshalltown, including all
the right of way, depot grounds, buildings, and rolling-stock to the extent
of one thousand dollars in value per mile of railroad, with all rights,
franchises, and privileges in anywise belonging or appertaining to said
railroad or owned and controlled by said party of the first part.

Second. In consideration of the said sale and transfer of said railroad
and its appurtenances as aforesaid, the said party of the second part
agrees to exchange with the said party of the first part of its now full
paid capital stock for an equal amount of the full paid capital
635 stock of the party of the first part, at the rate of $30,000.00 per
mile of railroad, thus built, equipped, and conveyed. And also
to exchange seven hundred and twenty thousand dollars or thereabouts
of the first mortgage bonds of the said party of the second part, being
at the rate of sixteen thousand dollars per mile of finished railroad, for
an equal amount of the first and only mortgage bonds of said party of
the first part.

The exchange of stock as herein provided shall be made immediately
upon the extension and delivery of said deed of conveyance. But the
exchange of said bonds shall be deferred until the fifteenth day of January,
1871, unless said party of the second part shall have sooner marketed
the balance of the bonds issued by the said party of the second
part to and in completing the construction of the said railroad across
the State of Iowa, its being understood that such exchange may
636 take place at any time after the balance of the bonds shall have
been sold by the party of the second part, the object of this provision
being to prevent said 720,000.00 of bonds from coming in the market
to prevent or interfere with the sale of bonds by the party of the
second part to raise funds for extending said railroad.

Third. The party of the first part shall continue in possession of said railroad until said deed of conveyance shall be extended and delivered, and thereafter the same shall be possessed, controlled, and operated by the party of the second part.

Fourth. The party of the second part agrees to respect and carry out
the existing time and contracts between said partys of the first part and
other companies, corporations, or parties to the same extent that the
partys of the first part would be bound to do were the ownership and
contract of said railroad to remain in said partys of the first part,
637 and also to pay all interest accruing on, and ultimately redeem,
outstanding bonds, after obtaining possession of said railroad.

Fifth. It is further agreed that any portion of said bonds issued in the line south from Eldora to Marshalltown, not disposed of by the party of the first part prior to July 16th, 1869, may be exchanged as hereinafter provided at any time for the bonds in equal amount of the party of the second part; said party of the second part, through its

treasurer, having the option to pay to said party of the first part cash for said bonds, at ninety per cent. of their par value, any time before the 16th day of January next; and in case said treasurer shall not elect to pay that in cash for said bonds by that date, then and thereafter the exchange may take place, it being understood that the money first realized upon the sale of bonds by the party of the second part
638 shall be applied in payment of said unsold bonds of the party of the first part, at 90 per cent. of the par value of the same, and that when the exchange of the $720,000.00 of bonds and of the stock at the rate of $30,000.00 per mile of finished single-track railroad between Ackley and Marshalltown shall be finally closed, the affairs of the Iowa River Railway Company shall be wound up, and all the rights, franchises, privileges of that company shall thereafter rest in and belong to the party of the second part, its successors or assigns.

It is further agreed that the said party of the first part shall deliver to the party of the second part on or before the 15th day of October, 1869, a complete list or schedule of all personal property owned by said party of the first part, with the price of each article at the time of purchase, and also its present value, which schedule shall be certified
639 to be correct by the president and secretary of said Iowa River Railway Company, under the seal of the company, and at the same time that the deed of conveyance of the real estate is delivered a bill of sale of said personal property, or all that portion of it covered by the terms of this contract, properly executed by the officers of said Iowa River Railway Company, shall also be delivered to the party of the second part. And all the balance of said rolling-stock shall be sold by the party of the first part to the Iowa Valley Construction Company, and applied by that company and accepted by the party of the second part hereto as part of the equipment required for the extension of said railroad as by the terms of the contract between the said party of the second part and said Iowa Valley Construction Company.

It is further understood and agreed between the contracting parties that the transfer referred to relates only to the road-bed ironed
640 from Ackley to Marshalltown, depots and depot grounds at Marshalltown, Albia, Liscomb, Union, Eldora, and Steamboat Rock, engine-house at Eldora, water-tanks at Eldora and Liscomb, *time*-tables at Ackley and Eldora, coal-house at Steamboat Rock, and rolling-stock and equipment at the rate of one thousand dollars per mile, a description of which is to be given in schedule accompanying deed. The balance of personal property and material necessary in constructing operations belonging to said Iowa River Railway Company this amount they may have disbursed for right of way, engineering, and other legitimate expenses north of Ackley and south of Marshalltown. In witness whereof the respective parties hereto have caused this instrument to be signed by its president and secretary, and its official seal to be affixed.

IOWA RIVER RAILWAY CO.,
By C. C. GILMAN, *Pres't.*
[SEAL.] CHAS. COLLINS, *Sec'ty.*

641 THE CENTRAL RAILROAD OF IOWA,
By C. C. GILMAN, *Pres't.*
[SEAL.] CHAS. COLLINS, *Sec'ty.*

(Endorsed:) Contract of sale. Iowa River R'way Co. to Central R. R. Co. of Iowa. No. 3. Filed before master. Filed Jul. 2, 1875. George B. Corkhill, clerk.

642 Know all men by these presents, that the Iowa River Railway
Company, a corporation duly organized and existing under and
by virtue of the statutes of Iowa, for and in consideration of the sum of
seven hundred & fifty thousand dollars, paid by the Central Railroad
Company of Iowa, a corporation of like organization, and paid in the
legally stamped bonds of said company, the receipt of which is hereby
acknowledged, has bargained, sold, and by these presents hereby does
grant bargain, sell, and convey unto the said Central Railroad Company of
Iowa, the railroad of the said Iowa River Railway Company, situated in
the State of Iowa, and extending from its junction with the Dubuque &
Sioux City Rail Road, in the town of Ackley, in Hardin County, southerly
through Eldora to its junction with the Cedar Rapids and Missouri
River Railroad, in the town of Marshalltown, Marshall County, Iowa,
and being about forty-five miles inlength, together with its road-bed
and right of way, and all depot grounds and the depot, coal-
643 house, stock-yard, at Steamboat Rock depot, engine-house, turn-
table, stock-yard, and water-tank, at Eldora depot, at Union depot,
& water-tank at Liscomb depot, at Albia, and depot and water-tank
at Marshalltown, and all other buildings along said line owned and used
for the purposes of said company, with all its franchises, and also rolling
stock, to the value of one thousand dollars to each mile of said road,
as follows:

1 locomotive, the Tho's Kensett, at	$10,850
1 " the H. B. Liscomb,	13,650
1 " the Horrace Abbott	14,000
1 Passenger car, at Eldora	3,200
And one passenger car to be delivered at New Haven, Conn., amounting to	5,000
	$46,700

This conveyance subject, however, to a mortgage lien, executed by
said Iowa River Railway Company, Sept. 21, 1868, to Henry S. Stout
and L. D. Randall, to secure the payment of seven hundred and twenty
thousand dollars of seven per cent. coupon bonds, or about that sum
as therein described, which bonds said Central Railroad Com-
644 pany is to pay and discharge as provided by agreement of July
10, 1869.

And the said Iowa River Railway Company hereby covenants to and with the said Central Railroad Company of Iowa, that it is lawfully seized of the said property hereby conveyed in fee simple, except the mortgage lien aforesaid; that said premises are free and clear from any and all other encumbrance whatsoever; that it has good right and lawful authority to sell and convey the same in manner and form as herein expressed, and that it will warrant and defend the same against the lawful claim of any and all persons whomsoever, except the aforesaid mortgage lien.

In witness of all which, the said Iowa River Railway Company has caused this deed to be signed by its president, and countersigned by its secretary, and its seal to be hereto affixed this 30th day September, A. D. 1869, at its office in Eldora, Hardin County, Iowa.

(Signed) IOWA RIVER RAILWAY CO.,
By C. C. GILMAN, *Pres't.*
[SEAL.] CHA'S COLLINS, *Sec'y.*
[$1 stamp.]

645 **THE STATE OF IOWA,**
Hardin County, ss:

Be it remembered that on this 30th day of September, 1869, the within-named C. C. Gilman and Charles Collins, who are personally known to me, E. W. Eastman, a notary public within and for said county, to be the identical persons who executed this deed, personally appeared before me, and made oath, the said C. C. Gilman, that he is now president, and the said Charles Collins, that he is now secretary of said Iowa River Railway Company, and each acknowledged that the execution of this deed to be his voluntary act and deed for the purposes therein stated and set forth.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

[SEAL.] (S'g'd) E. W. EASTON,
Notary Public.

646 (Endorsed:) Deed. Iowa River Railway Co. to Central R. R. Co. of Iowa. No. 4. Filed before master. Filed July 2, 1875. (S'g'd) George B. Corkhill, clerk.

647 *Agreement, Eldora Railroad and Coal Co., and the Iowa River Railway Co.*

Memorandun of agreement made this seventeenth day of September, A. D. 1868, by and between the Eldora Railroad and Coal Company, of the first part, and the Iowa River Railway Company of the second part, both parties being corporations created and existing under the general laws of the State of Iowa, witnesseth:

We party of the first part, for the sum of one hundred dollars and other valuable considerations hereinafter mentioned, hereby agrees and firmly binds itself unto the party of the second part, to sell, give possession, and forever quit claim to them, the said parties of the second part, the railroad now owned and operated by them, from Ackley junction, on the Dubuque and Sioux City R. R., to Eldora, Hardin County, State of Iowa, with all of the machinery, equipment, buildings, material, and franchises owned by said party of the first part according to
648 the maintainance and operation of said railroad renumerated and described as follows, to wit:

The road-bed and right way from said town of Ackley to Eldora, depot-grounds and buildings in the town of Steamboat and Eldora, the north half (½) of the northwest quarter of the N. W. ¼ of the northeast ¼, and the southeast quarter (¼) of the northwest quarter (¼) of the northwest quarter of section seven, in township eighty-seven (87), range nineteen west thirty acres, more or less; saving and reserving unto said party of the first part the mining right in and to, and the materials in the depot grounds, right of way lands, and all other lands conveyed by the party of the first part to the party of the second part.

Also all the locomotives, passenger, box, coal, and hand cars now owned by said party of first part; also all the tools, office furniture, books, and stationarey now used in the operation of said road, and
649 the ties, iron chairs, timber, lumber, and other material on hand used in the maintainance and construction of said Eldora Railroad and Coal Co.; also all leases, contracts, and agreements accruing to the advantage of said railroad, it being understood, however, that it is not intended to convey any contracts, leases or agreements, or any privileges which pertain to the mining interest of said Eldora Railroad and Coal Company.

In consideration of the foregoing sale and transfer, the Iowa River Railway Co., party of the second part, agrees to pay the sum of one hundred dollars, and further agrees and binds itself to the party of the first part to assume all the debts, contracts, and obligations of the said party of the first part now existing against them as a corporation, and to protect them against any future liabilitys whatever in consequence
thereof. Also to procure, by purchase or otherwise, all of the 1st mort-
gage bonds, four hundred thousand dollars in amount, issued by
650 said Eldora Railroad and Coal Company, and all other interest
coupons thereto attached and deliver the same into the hands of
L. D. Randall and F. W. H. Sheffield, trustees of said Eldora Railroad and Coal Company, for cancillation.

They, the said party of the second part, further agree to issue to the stockholders of the Eldora Railroad and Coal Company in exchange for the stock of the Eldora Railroad & Coal Company which they as shareholders may own stock in the Iowa River Railway Company, the conditions of the exchange being share for share, or one hundred dollars in stock of the Iowa River Railway Co. for one hundred dollars of stock in the Eldora Railroad & Coal Co., or at those rates. Further agreeing to restore to the treasurer of the Eldora Railroad & Coal Co. all of the Eldora Railroad & Coal Co. stock thus obtained.

In witness whereof we have hereunto set our hands and caused
651 to be affixed corporate seals of our respective corporations at Eldora this 17th day of September, A. D. 1868.

(S'g'd) C. C. GILMAN,
President Eldora R. R. & Coal Co.
[SEAL.] CHA'S COLLINS,
Secretary Eldora Railroad & Coal Company.
C. C. GILMAN,
President of Iowa River Railway Co.
[SEAL.] CHA'S COLLINS,
Secretary Iowa River Railway Co.

(Endorsed:) Agreement. Eldora R. R. & Coal Co. with Iowa River R'way Co. Filed before master. No. 5. Filed July 2, 1875. George B. Corkhill, clerk.

652 *Deed of quitclaim. Eldora Railroad & Coal Company to the Iowa River Railway Com'any.*

Co. book, page 72.

Know all mene by these presents that the Eldora Railroad and Coal Company, a corporation duly incorporated and now existing under and by virtue of the laws of the State of Iowa, for the consideration of one hundred dollars in hand paid by the Iowa River Railway Company, a corporation also duly incorporated and now existing under and by virtue of the laws of the State of Iowa, and for the further additional consideration of the covenants and agreements more particularly described in an article of agreement made, executed, and passed between the parties above described and contemporaneous with this deed, by which said agreement the Iowa River Railway Company assumes the stock and bonds issued by the Eldora Railroad and Coal Company, and any liability by them incurred therein, and further assumes the debts contracted by covenants agreed to by and obligations assumed by the last described company, which liabilities, covenants, and obligations

653 are more particularly described in the cotemporaneous agreement before mentioned, does release, relinquish, and forever quitclaim unto the Iowa River Railway Company the following articles of real and personal property, together with all the right of way and other franchises now possessed by the Eldora Railroad and Coal Company, saving and excepting the real and personal property this day conveyed by the last-named company to the Eldora Coal Mining Company, a corporation also created and existing under and by virtue of the laws of the said State of Iowa:

The road-bed and right of way from the said town of Ackley to Eldora; depot grounds in the towns of Steamboat Rock and Eldora. Also all the locomotives, passenger, box, coal, and hand cars now owned by the said Eldora Railroad and Coal Company, the depot-buildings of said company in the towns of Steamboat Rock and Eldora; also all the tools, office-furniture, books, and stationary now used in the operation of said road, and ties, iron, chains, timber, lumber, and other material on hand used in the maint*ai*nance and construction of said Eldora Railroad and Coal Company; also all leases, contracts, and agreements accru-
654 ing to the advantage of said last-mentioned company, it being understood, however, that it is not intended to convey contracts, leases, and agreements or any privileges which pertain to the mining interests of the Eldora Railroad & Coal Company. Also the following real estate in Hardin County, State of Iowa:

The north half of the northwest quarter of the northeast quarter and the southeast quarter of the northwest quarter of the northeast quarter of section No. seven (7), in township number eighty-seven, range number nineteen west of the 5th p. m., thirty acres, more or less; also the "right of way" land belonging to the Eldora Railroad and Coal Company, saving and reserving all minerals and the mining right in and to the depot-grounds, thirty acres before described, and the right of way land.

In witness whereof the Eldora Railroad and Coal Company has cause' this deed to be signed by the president and secretary of said company, and has caused its corporate seal to be affixed to the above instrument this twenty-eighth day of September, A. D. 1868.

[L. S] C. C. GILMAN,
President.
CHA'S COLLINS,
Secretary.

655 STATE OF IOWA,
Hardin County:

Be it remembered that on this twenty-eighth day of September, A. D. 1868, before me, a notary public of Iowa in and for Hardin County, personally came Charles C. Gilman, president, and Cha's Collins, secretary, of the Eldora Railroad and Coal Company, to me personally known to the parties described above, who signed the above instrument as president and secretary aforesaid, and who acknowledged that they signed the same, and that the same was their voluntary act and deed and the voluntary act and deed of the Eldora Railroad and Coal Company, executed them as president and secretary, under full power and authority and for the purposes therein mentioned.

[SEAL.] (S'g'd) CHA'S McVENZIE,
Notary Public of Iowa in and for Hardin County.

656 (Endorsed:) Deed of quitclaim. Eldora R'way & Coal Co. to Iowa River R'way Co. No. 6. Filed before master. Filed July 2, 1875. George B. Corkhill, clerk.

657 (Copy of deed.)

The Eldora & Steamboat Rock Coal Co. Deed to Eldora Railroad & Coal Co. Filed for record the 7th day of July, 1868, *at* 10 *o'clock a. m.—S. S. Waldo, recorder.*

Whereas, on the 29th day of January, A. D. 1866, the Eldora & Steamboat Rock Coal Company and the Eldora R. R. Coal Co. entered into an agreement, by which the former agreed to sell and convey certain lands hereinafter described to the latter in consideration, among other things, of the said latter company's grading, tying, building, completing, & operating a railroad from Ackley by the way of Steamboat Rock to Eldora, in Hardin County, Iowa, as stipulated in the said agreement.

And whereas on the 15th day of February, A. D. 1867, a supplemental agreement was made between the said companies to the agreement hereinbefore named, & for the object named and specified in the first agreement, except such changes & modifications as appears in the said supplemental agreement.

658 Now, in pursuance of the said agreements, and for the purposes of carrying out that part of the agreement entered into by the Eldora & Steamboat Rock Coal Company: Know ye that the Eldora & Steamboat Rock Coal Co., of Hardin County, Iowa, in consideration of the sum of one dollar ($1.00) in hand paid to it by the Eldora Railroad & Coal Company, & for the further express consideration that the said Eldora R. R. & Coal Co. shall, in good faith, carry out all its agreements, covenants, and stipulations, to be done & performed by it, named in the agreement hereinbefore mentioned, dated Jan'y 29th, 1866, & Feb. 15, 1867, the said Eldora & Steamboat Rock Coal Company hereby convey unto the said Eldora Railroad & Coal Co. all the following-described lands and premises, known as the coal lands, located & situated in Hardin County, Iowa, to wit:

The northeast quarter of the northwest quarter of section No. (4) four, township No. eighty-seven (87), range No. nineteen (19) west; the northwest quarter of the southeast quarter of section No. five (5), and the southwest quarter of the northeast quarter of section
659 five (5), and the northeast quarter of the southwest quarter of
section five (5); the northeast quarter of the southwest quarter of the northwest quarter of section No. five (5), all in township No. eighty-seven (87), range No. nineteen (19) west, & containing 130 acres. Twenty acres off the east and of the south 25½ acres of the northeast q'r of N. E. q'r sec. No. 5, & 12 acres off the west side of N. E. q'r of N. W. q'r, & 20 acres of the east side of the N. E. q'r of the N. W. q'r sect. No. 5, all in township No. 87, range 19 west, containing 44 acres, more or less.

The south ½ of the S. E. q'r of the N. W. q'r of sec. 31, & the west ½ of the S. W. q'r of the N. E. ¼ of sec. 31, & the east 14 acres off of the north ½ of the N. E. q'r of the S. E. q'r of sec. 31, & the east 18 acres of the south ½ of the N. E. q'r of the S. E. q'r of sec. 31, all in township 88, range 16 west, containing 72 acres, more or less. Also six acres off the north side of the S. E. q'r of the S. W. q'r of sec. No. 32, & the north ½ of the S. W. q'r & the S. W. q'r of the S. E. q'r of sec. 32, & the N. E. q'r of the N. W. ¼ & the south ½ of the
660 N. W. q'r sec. 32, all in township 88, range 19 west, & the south
½ of the southwest q'r of sec. 33, township 88, range 19 west, & a certain piece of land com. 20 rods north of the S. E. corner of the N.

E. q'r of the S. W. q'r of sec. 4, township 87 north, range 19 west; thence north 16 rods; thence west 80 rods; thence south 16 rods; east 80 rods to the place of beginning, containing, in the aggregate of the former lands, six hundred and forty (640) acres, more or less.

To have & to hold unto itself, successors & assignes forever. And the said Eldora & Steamboat Rock Coal Company do hereby covenant with the said Eldora Railroad & Coal Company that it is lawfully seized of said premises, that they are free from incumbrance, and that they have good right & lawful authority to sell the same, & it does hereby covenant to warrant & defend the said premises and the appurtenances against the lawful claim of all persons whomsoever, except for the taxes on said lands due & accruing after the year 1865.

Witness our hands this 10th day of July, A. D. 1867. This corporation has no seal.

661 HENRY L. HUFF,
President of Eldora and Steamboat Rock Coal Company.
W. J. MOIR,
Sec'y of the Eldora & Steamboat Rock Coal Company.

[Rev. stamp, 50. E. & S. B. R. C. Co.]

STATE OF IOWA,
Hardin County:

Be it remembered that, on this 11th day of July, A. D. 1867, personally appeared before me, R. F. Ripley, clerk of the district court in & for the county of Hardin and State of Iowa, the Eldora & Steamboat Rock Coal Co., by its officers, Henry L. Huff, president, & W. J. Moir, secretary of said company, to me personally known to be the grantors, and the officers of said company who executed the foregoing deed for and in behalf of said company, and acknowledged the same to be their voluntary act & deed, as such officers, for the uses and purposes therein mentioned.

Witness my hand & the seal of said court the day and year above written.

[SEAL.] (S'g'd) R. F. RIPLEY, *Clerk D. C.*

662 (Endorsed:) Eldora & Steamboat Rock Coal Co. to Eldora R. R. & Coal Co. Deed No. 7. Filed before master. Filed July 2, 1875. George B. Corkhill, clerk.

663 Know all men by these presents, that we, Joseph Edgington and Abigal Edgington, his wife, of Hardin County, State of Iowa, in consideration of five hundred dollars in hand paid by the Central Railroad of Iowa, of County and State of , do hereby sell and convey unto the said Central Railroad of Iowa, and to his heirs and assigns, the following-described premises, to wit: Block No. nine (9) in Edgington's add. to the town of Eldora.

And we do hereby covenant with the said Central Railroad of Iowa that we are lawfully seized of said premises; they they are free from incumbrance; that we have good right and lawful authority to sell the same, and we do hereby covenant to warrant and defend said premises, and the appurtenances, against the lawful claims of all persons whomsoever; and said Abigal Edgington hereby relinquishes all her right of dower in and to the foregoing premises. Signed this 13th day of August, A. D. 1870.

(S'g'd) JOSEPH EDGINGTON.
ABIGAL EDGINGTON.

[U. S. rev. stamp, 50 cts. J. & A. E., Aug 13, '70.]

664 STATE OF IOWA,
Hardin County, ss:

On this 13th day of August, A. D. 1870, before me, E. W. Eastman, a notary public in and for said county, personally came Joseph Edgington and Abigal Edgington, personally to me known to be the identical persons whose names are affixed to the above deed as grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal this day and year above written.

[SEAL.] E. W. EASTMAN,
Notary Public.

(Indorsed:) Edgington. Warranty deed. Joseph Edgington to C. R. R. of Iowa.

STATE OF IOWA,
Hardin County:

Filed for record this 23 day of August, A. D. 1870, at 12 o'clock m., and recorded in book 25 of lots on page 20. S. S. Waldo, recorder.

Filed July 2, 1875.

GEORGE B. CORKHILL, *Clerk.*

No. 9. Filed before master.

665 Know all men by these presents that we, W. J. Moir and Olive J. Moir, his wife, of Hardin County, State of Iowa, in consideration of five hundred dollars in hand paid by the Eldora Railroad & Coal Company of Dubuque County, and State of Iowa, do hereby sell and convey unto the said Eldora Railroad & Coal Company, and to his heirs and assigns, the following-described premises, to wit:

The undivided ¾ of the northwest ¼ of the northeast ¼ of section No. seven (7), in township No. eighty-seven (87) north, in range No. nineteen (19) west of the 5th P. M.; Iowa, and we do hereby covenant with the said Eldora Railroad & Coal Co. that we are lawfully seized of said premises, that they are free from incumbrance, that we have good right and lawful authority to sell the same, and we do hereby co'enant to warrant and defend said premies, and the appurtenances, against 666 the lawful claims of all persons whomsoever, and the said Olive J. Moir hereby relinquishes all her right of dower in and to the foregoing premises.

Signed this 18th day of July, A. D. 1867.

W. J. MOIR.
OLIVE J. MOIR.

[U. S. revenue stamp, 50c'ts. W. J. M. July 18th, 1867.]

STATE OF IOWA,
Hardin County, ss:

On this 18th day of July, A. D. 1867, before me, R. F. Ripley, clerk of the dist. court in and for said county, personally came W. J. Moir and Olive J. Moir, personally to me known to be the identical persons whose names are affixed to the above deed as grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal the day and year above written.

[SEAL.] R. F. RIPLEY,
Clrk D. C.

667 (Endorsed:) Warranty deed. W. J. Moir to Eldora R. R. & Coal Co.

STATE OF IOWA,
Hardin County:

Filed for record this 7 day of July, A. D. 1868, at 10 o'clock a. m. and recorded in book 15 of on page 88.

S. S. WALDO,
Recorder.

Filed Jul. 2, 1875.

GEORGE B. CORKHILL, *Clerk.*

No. 10. Filed before master.

668 At a special meeting of the board of trustees of the township of Marshall, county of Marshall, State of Iowa, held in said township, Jun' 21st, A. D. 1875, the following proceedings were had:

On motion of H. D. Hartwell, trustee, the following preamble and resolutions were adopted, to wit:

Whereas it appears that by reason of suits theretofore pending, in which the parties to the contract entered into May 5th, 1870, between the township of Marshall and the Central R. R. Co. of Iowa, were injoined and prevented from performing the same; and whereas said suits have been finally disposed of, and it appearing that said railroad company, or its legal representatives, are now willing to comply with said contract on their part, so far as to remove their said shops from Eldora and their re erection at Marshalltown is concerned, provided the proper order therefor from the United States circuit court can be obtained:

Therefore be it resolved, That the failure of the Central R. R. Com. of Iowa to comply with the terms of said contract as to time is 669 hereby expressly waived as hereinafter stated, and that the time for performing the same by the erection of their car and machine shops in the city of Marshalltown, as therein contemplated and provided for, be extended for the period of two years from this date, provided that said company shall preceed immediately to remove its machine & car shops from Eldora, and to erect the same at Marshalltown after the order therefor shall have been obtained from said court, and the money to meet the necessary expenditure therefor shall be furnished out of the taxes contemplated in said original contract not exceeding the sum of fifteen thousand dollars, and complete the removal thereof within six months from this date; and be it further

Resolved, That as the board of trustees of said township of Marshall respectfully petition and request the circuit court of the United States to grant an order permit'ing and directing the receiver of said company to remove its car and machine shops from the city of Eldora, and 670 erect the same at the city of Marshalltown, to which point by which the terms of said contract the said company were required to erect the same; and provided further that under no circumstances shall these resolutions be considered as changing or authorizing the change of the terms of the contract the above refer'ed to than as above herein expressly stated.

(S'g'd) H. D. HARTWELL,
(") BENJ. E. SHIRK,
(") A. J. VAN SCHRICK,
Trustees.

STATE OF IOWA,
Marshall Co, ss:

I, John B. Butler, t'p clerk, within and for t'p of Marshall, county of Marshall, and State of Iowa, do hereby certify the above to be correct transcript of the proceedings and resolutions of the board of trustees of said township as the same remain of record.

Witness my hand this 21st day of June, A. D. 1875.

(S'g'd) JOHN B. BUTLER,
Tp Clerk.

671 (Endorsed:) The Farmers' Loan & Trust Company vs. The Central Railroad of Iowa and Eldora, Iowa. Agreement of the trustees of Iowa Township, in Marshall County, Iowa. Filled July 2, 1875. (S'g'd) George B. Corkhill, clerk.

672 United States circuit court, district of Iowa, May term, 1875.
Wednesday, May 26, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD CO. OF IOWA. } No. 501. Eq.

This cause came on to be heard this day upon the petition of D. N. Pickering, as receiver herein, applying for an order directing him to remove the car and machine shops of defendant, the said railroad company, from Eldora, in Hardin County, to Marshalltown, in Marshall County, Iowa, and the court being fully advised in the matter, it is ordered that said application be set down for hearing before this
673 court, at Keokuk, on Thursday, the 18th day of June next, and that petitioner's counsel furnish John Porter, mayor of Eldora, and plaintiffs' attorneys of record in this cause, with a copy of this order at least ten days before said hearing.

(Signed) J. M. LOVE, *Judge.*

674 MARSHALLTOWN, IOWA,
May 27, 1875.

Hon. JOHN PORTER,
Eldora, Iowa:

SIR: In the case of the Farmers' Loan & Trust Company vs. The Central Railroad of Iowa, now pending in the circuit court of the United States, district of Iowa, you are hereby notified that upon the application of D. N. Pickering, as receiver in said case, asking for the removal of the car and machine shops of said company from Eldora to Marshalltown, the court made an order a copy of which is hereto annexed, marked "Exhibit A," and that said application will be pressed for hearing at the time designated in said order.

Respectfully yours,

D. N. PICKERING, *Receiver,*
By BROWN, STONE & SEARS,
Attorneys.

675 U. S. circuit court, district of Iow'. May 28th, 1875.

FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA. }

This cause came on to be heard this day, upon petition of D. N. Pickering, as receiver herein, applying for an order directing him to remove the car and machine shops of defendant, the said railroad company, from Eldora, in Hardin County, to Marshalltown, in Marshall County, Iowa; and the court being fully advised in the matter, it is ordered that said application be set down for hearing before this court, at Keokuk, on Thursday the 18 day of June next, and that petitioner's counsel furnish John Porter, mayor of Eldora, and plaintiffs' attorneys 676 of record in this cause, with a copy this order at least ten days before said hearing.

(S'g'd) J. M. LOVE, *Judge.*

Due and legal service of the within notice by me this 29th day of May, 1875, accepted, at Eldora, Iowa.

JOHN PORTER.

(Endorsed:) Served on Joh*m* Porter, May 29, '75. Notice to Porter. Farmers' Loan & Trust C. Filed July 2, 1875. George B. Corkhill, clerk.

677 MARSHALLTOWN, IOWA,
May 27th, 1875.

To the Hon. MAYOR OF ELDORA,
Eldora, Iowa:

SIR: In the case of the Farmers' Loan & Trust Company vs. The Central Railroad of Iowa, now pending in circuit court of the United States, district of Iowa, you are hereby notified that upon the application of D. N. Pickering as receiver in said case, asking for the removal of the car and machine shops of said company from Eldora to Marshalltown, the court made an order, a copy of which is hereto annexed, marked "Exhibit A," and that said application will be pressed for hearing at the time designated in said order.

Respectfully, yours,

D. N. PICKERING,
Receiver,
By BROWN, STONE & SEARS,
Attorneys.

678 EXHIBIT A.

U. S. circuit court, district of Iowa, May 28th, 1875.

FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.

This cause came on to be heard this day upon petition of D. N. Pickering as receiver herein, applying for an order directing him to remove the car and machine shops of defendants, the said railroad company, from Eldora, in Hardin County, to Marshalltown, Marshall County, Iowa, and the court being fully advised in the matter, it is ordered that said application be set down for hearing before this court at Keokuk, on Thursday, the 18th day of June next, and that petitioner's counsel furnish John Porter, mayor of Eldora, and plaintiffs' attorneys of 679 record in this cause, with a copy of this order at least ten days before said hearing.

(S'g'd) J. M. LOVE,
Judge.

Due and legal service of the within notice by me this 1st day of June, 1875, accepted at Eldora, Iowa.

ELLIS PARKER,
Mayor.

(Endorsed:) Farmers' Loan & Trust Co. v. C. R. R. Co. of Iowa, Notice, order & papers. Filed July 2, 1875. George B. Corkhill, clerk.

680 MARSHALLTOWN, IOWA, *May 27th*, 1875.

Mess'r's GRANT & SMITH,
Davenport, Iowa :

GENTLEMEN: As attorneys for plaintiff in the case of The Farmers' Loan & Trust Company vs. The Central Railroad of Iowa, pending in the circuit court for the district of Iowa, you are hereby notified that upon the application of D. N. Pickering, as receiver in said case, asking for the removal of the car and machine shops of said co. from Eldora to Marshalltown, the court made an order, a copy of which is hereto annexed, marked "Exhibit A," and that said application will be pressed for hearing at the time designated in said order.

Respectfully yours,

D. N. PICKERING, *Receiver.*
By BROWN, STONE & SEARS,
Att'ys.

Copy of this notice received on 29th May, 1875.

GRANT & SMITH,
For Pl'f's.

681 U. S. circuit court, district of Iowa, May 28, 1875.

FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL RAILROAD OF IOWA.

This cause came on to be heard this day upon petition of D. N. Pickering, as receiver herein, applying for an order directing him to remove the car & machine shop of defendant, said railroad company, from Eldora, in Hardin County, to Marshalltown, in Marshall Co., Iowa, and the court being fully advised in the matter, it is ordered that said application be set down for hearing before this court at Keokuk, on Thursday, the 18th day of June next, and that petitioners' counsel furnish John Porter, mayor of Eldora, and plaintiffs' attorneys of record in this cause, with a copy of this order, at least ten days before said hearing.

(S'g'd) J. M. LOVE,
Judge.

682 Due and legal service of the within notice accepted by me this 29 day of May, 1875.

GRANT & SMITH,
For Complainment.

(Endorsed:) Farmers' Loan & Trust Co. Notice. Grant & Smith. Filed July 2d, 1875. George B. Corkhill, clerk.

683 MARSHALLTOWN, IOWA, *May* 27, 1875.

Hon. JOHN F. DUNCOMBE,
F't Dodge, Iowa.

SIR: As one of the attorneys in the case of The Farmers' Loan and Trust Company vs. The Central Railroad of Iowa, pending in the circuit court of the United States for the district of Iowa, you are hereby notified that upon the application of D. N. Pickering, as receiver in said case, asking for the removal of the car-shops & machine-shops of said company from Eldora to Marshalltown, the court made an order a copy of which is hereto annexed marked "Exhibit A," and that the said application will be pressed for hearing at the time designated in said order.

Respectfully yours,

D. N. PICKERING,
As Receiver.
By BROWN, STONE & SEARS,
Attorneys.

684 U. S. circuit court, district of Iowa, May 26, 1875.

FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.

This cause came on to be heard, this day, upon petition of D. N. Pickering, as receiver herein, applying for an order directing him to remove the car and machine shops of defendant, said railroad company, from Eldora, in Hardin County, to Marshalltown, in Marshall County, Iowa; and the court being fully advised in the matter, it is ordered that said application be set down for hearing before this court, at Keokuk, on Thursday, the 18th day of June next, and that petitioners' counsel furnish John Porter, mayor of Eldora, and plaintiffs' attorneys of record in
685 this cause, with a copy of this order at least ten days before said hearing.

(S'g'd) J. M. LOVE, *Judge.*

Due and legal service of the within notice by me accepted this 30th day of May, 1875.

(S'g'd) JOHN F. DUNCOMBE,
Att'y for Pl'ff.

STATE OF IOWA,
Marshall Co., ss:

I, W'm Smythe, being first duly sworn, on oath say that I am an attorney at law, and am in the employ of Brown, Stone & Sears; that on May 27, 1875, I sent by mail in an envelope marked "Return to Brown, Stone & Sears, Marshalltown, Iowa, if not called for in 10 days," a copy of the foregoing notice and exhibit to Platt Smith, Dubuque,
686 Iowa, Grant & Smith, Davenport, Iowa, John Porter, Eldora, Iowa, and to the mayor of Eldora, Iowa, and Jno. F. Duncombe, Fort Dodge, Iowa, and placed the same in the post-office at Marshalltown, Iowa, except as to the notice of John Porter & the mayor of Eldora, which were delivered by D. N. Pickering.

(Signed: W'm Smythe; notice to Duncombe.) And that the same as I verily believe was received by said parties on that or the succeeding day.

(Signed) W'M SMYTHE.

Subscribed & sworn to in my presence and before me by W'm Smythe, this 17 day of June, A. D. 1874.

[SEAL.] (Signed) R. E. SEARS,
Notary Public, Marshall County, Iowa.

(Indorsed:) Filed Jul' 2, 1875. (Signed) George B. Corkhill, clerk.

687 FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

To the honorable the judges of the circuit court of the United States for the district of Iowa:

In pursuance of an order of said court, made in the above cause, and dated the 22nd day of June, 1875, the undersigned, one of the masters of said court, having attended in person at the city of Marshalltown, on the 29th day of June, 1875, and at the town of Eldora, on the 30th day of the same month and year, in the State of Iowa, and being attended by Brown, Stone & Sears, solicitors for the defendant above named, P. M. Sutton, solicitor for the township of Marshall and the city of Marshalltown, petitioners, and E. W. Eastman, solicitor for the town of Eldora, respondent, and others, and having proceeded to examine such parties and witnesses, and such deeds, papers, and writings as were produced before him, would respectfully report:

688 That by virtue of the contract and agreement in writing entered into by and between the Central Railroad Company of Iowa, of the first part, and the township trustees of the township of Marshall, of the county of Marshall, in the State of Iowa, and dated the 5th day of May, 1871, the said party of the first part contracted and agreed, in consideration of said township voting and paying to said party of the first part a tax of five per centum, and conveying to said party of the first part forty acres of land, at the city of Marshalltown, in said township and county, to erect, during the season of 1871 & 1872, and maintain its central and principal machine, repair, and locomotive shops at the said city for one hundred years.

That the said township of Marshall, in accordance with said agreement, voted the said tax, amounting to about forty or forty-five thousand dollars. That about one-half of this tax has been collected and
689 paid to said railroad company, and the balance is being collected.

That on the 7th day of October, 1871, John Turner, Delano F. Smith, and Edward Williyrod, trustees, holding in trust certain lands for the citizens of said city of Marshalltown and vicinity, and for the uses and purposes expressed in said trust by deed of said date, conveyed to the Central Railroad Company of Iowa forty acres of land as in said deed discribed, which deed was accepted by said railroad company as conveying and including all the land demanded by and called for in the agreement first herein referred to.

That said deed was conditioned that the land so conveyed should be used for machine and repair shops by said company, and that they should on or before the 1st day of January, 1873, erect on said land at least one round-house of at least eighteen stalls for engines, one foundry, one blacksmith, one locomotive repair shop, and one car re-
690 pair shop, all of brick and stone, and their necessary equipment and appendages, and such other buildings as are required to con-

stitute the same, the central & principal shops of the said company for repairing cars, coaches, and locomotives. That in default of these and other conditions in said deed expressed, said lands with all and singular the buildings improvements should become the property of the city of Marshalltown for certain purposes, & all right and title of said company to said lands should become extinguished and void.

That the said company during the year of 1871 erected upon the said forty acres a round-house constructed of brick and stone of eighteen stalls, but that the central and principal machine and repair and locomotive shops of said company are now located and operated in the town of Eldora in Hardin County in the State of Iowa, at a distance of twenty-eight miles from the city of Marshalltown, and were so situated
691 at the time of the making and executing of the agreement in writing first herein referred to.

That while under this state of facts the Central Railroad Company of Iowa has failed to perform the conditions which they assumed in said contract and in said deed of conveyance, yet notwithstanding their default, in view of the circumstances in which the said company has been placed, the township of Marshall by its proper officers have resolved that the failure of the Central Railroad Company to comply with the terms of the said contract as to time should be waived, and that the time should be extended to the period of two years from the 21st day of June, 1875; provided said company should immediately proceed to remove its machine and car-shops from Eldora and to re-erect the same at Marshalltown after the order of court shall have been obtained to that end and within six months from the date last aforesaid, and provided the necessary expenditure therefor shall be furnished out
692 of the taxes contemplated in said original contract not exceeding
the sum of fifteen thousand dollars ($15,000). That the city of Marshalltown by its common council have resolved that the machinery and shops at Eldora may be removed therefrom by the tax and money now on hand, without requiring the Central Railroad Company of Iowa to furnish its corresponding quota under the contract aforesaid, but waiving the same; that the city of Marshalltown would undertake in all proper man'er and so far as might be in its power, to cause said removal and erection of said machinery without other expense than the estimated expense of said removal, to wit, the sum of fifteen thousand dollars ($15,000).

The undersigned would further report that he finds no contract by and between the Central Railroad Company of Iowa or by any person on their behalf or by any corporation of which the said Central Railroad Company is the successor, and the town of Eldora or any of its
693 citizens which would oblige the said Central Railroad Company
of Iowa to maintain its machine shops as now located at the town of Eldora.

That while the machine-shop' of said company are situated at Eldora, the round-house is located at Marshalltown where are also the general offices of said company, and this fact together with the advantages of water proved to exist at the latter place superior to those of the town of Eldora, would naturally designate Marshalltown as the proper location for the said shops. The immediate contiguity of the round-house to the machine-shops is demanded for a careful and proper supervision at all times of the locomotives employed on the road, and for the purpose of light repairs to the said engines. That the disadvantage of the location of the shops at Eldora is shown in the increased haul and transfer of material to supply the said shops when the said material is

694 shipped as it most frequently is from the city of Chicago and the city of S't Louis with both of which the city of Marshalltown is in direct connection.

That the expense of the removal of said shops and their re-erection at Marshalltown according to the estimate put therein, would be covered by the sum of nineteen thousand dollars ($19,000), which could be defrayed by the five per cent. tax not yet collected and paid over, say fifteen thousand dollars ($15,000), and the proceeds of certain notes for amounts subscribed and contributed for the purpose of putting up machine and repair shops, which notes altogether amount to about four thousand dollars ($4,000), and that the removal and re-erection of said shops as aforesaid would not infringe upon the earnings of the Central Railroad Company of Iowa.

And as to the particular matters directed in the said order of court, the undersigned would report that it would be to the interest of all 695 the parties concerned except the town of Eldora, and that it would not contravene any contract to remove the said machine shops now located at the latter place, and re-erect them at the city of Marshalltown upon the terms proposed by the Central Railroad of Iowa through D. N. Pickering, receiver of said road, and as accepted by the township of Marshall and the city of Marshalltown as herein shown.

The undersigned herewith returns a list of the deeds, papers, and writings which were produced before him and copies of the same, together with the depositions of such witnesses as were produced, sworn, and examined before him, all of which is respectfully submitted.

(S'g'd) P. T. LOMAX,
Master in Chancery.

JULY 2, 1875.

Master's fee.

1 day examining papers and making reports. 3 days taking testimony	150 00
R. R. fare and trav. expenses	9 45
Clerk's hire	19 50
	$178 95

696 (Endorsed:) Farmers' Loan and Trust Company vs. The Central R. R. of Iowa. Report of Master in Chancery. Filed July 2, '75. George B. Corkhill, Clerk.

697 In United States circuit court, district of Iowa, July 20, 1875.

THE STATE OF IOWA:

THE FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

On motion of D. N. Pickering & others for an order of court to remove the machine shops from Eldora to Marshalltown,

Now comes the respondents, including bondholders, stockholders, creditors, plaintiffs, & the town & people of Eldora, and except to the report of the master in chancery, which has been filed in this case, & move the court to set aside said report, for reasons hereafter stated; and further move the court to, notwithstanding the report, disallow the petition & motion of the said D. N. Pickering & others, for reasons hereafter stated.

These respondents assign the following reasons for setting aside the report of the master:

1st. The testimony of John Porter, W. J. Moir, & Henry L.
698 Huff was wrongfully excluded, & not considered in making the
report.

2nd. The testimony of Joseph Edington was wrongfully & illegally excluded.

3d. The respondents were wrongfully prevented from proving that the real consideration for the conveyance of the ground where part of the shops at Eldora now stand, by Joseph Edington to the Central R. R. Co. of Iowa, was not any part of it in cash or money, but was paid & to be paid in erecting & operating the machine-shops now on that ground. This evidence should have been received, & the report should have found that the building, & operating the shops then, and the conveyance of the land for that purpose was an oral contract, executed, and as binding upon the parties to it as though it had originally been
reduced to writing; and now a removal of these shops from El-
699 dora would be a palpable breach of that contract & contrary to
equity & good conscience.

4th. The evidence of John Porter, W. J. Moir, Henry L. Huff, S. F. Lathrop should have been received by the master, & the report should have found from that evidence that the greater part of the consideration for the thirty acres of land conveyed by W. J. Moir to the Eldora Railroad & Coal Company was the building & maintaining the machine-shops at Eldora, where they now are, & that the conveying the land & erecting & operating the shop' where they now are was the execution of oral contract, & the Central R. R. Co. by its contract of purchase & by its acceptance of the consideration of the contract, with actual notice of the contract, & by receiving the shops there built, and by building other shops on the land, is bound by the contract as made and executed, and it now has no equitable right to remove the shops from Eldora.

5th. The master wrongfully rejected the evidence offered by
700 respondents to be proved by John W. Gilman & other witnesses,
& by documentary evidence, that the Central R. R. Co. of Iowa had so far performed its part of the contract set out by the petitioners as to be entitled to receive the $45,000 tax named in the contract, & that demand was made for it, & an order made by the township trustees for the payment of it, & that the people of Marshalltown neglected & refused to pay the tax, & that by virtue of that neglect & refusal work was suspended by the Central R. R. Co. of Iowa on the shops, and the contract was thus broken by the people of Marshalltown; and to further show that to now again commerce the work of erecting the shops at Marshalltown would be injudicious, as it might be a of the breach already made by the people of Marshalltown, & create new liable *items* on the part of the said railroad co.

This evidence should have been received, & from it the report
701 should have found that whatever right or claim the people of
Marshalltown ever had, if any they ever did have, by virtue of that contract, have been forfeited & lost by the laches & wilful neglect & refusal of the people of Marshalltown to prefer the contract; and now it would be injudicious & wrong for this court to revive a broken contract, or do any act in pretence of performing the contract, or which might operate as a waiver of said breach or create any new liability on

the part of the said Central R. R. Co., and especially not do anything which might farther complicate the rights or embar'ass the pretense action of the bondholders of said Central R. R. Co. of Iowa; and, therefore, the prayer of petition should not be granted.

6th. The evidence taken by the master should have been kept or restricted within the limits & been made to confirm or apply to both the
petition & the contract, which the petition seeks to have per-
702 formed; and, therefore, the evidence taken at Marshalltown of
the acts & doings of or by the proper officers of the "township
of Marshall," and the resolution of the city of Marshalltown, by its common council, should have been rejected, for the reason that these matters all transpired since this proceeding was commenced & is in no way alluded to in the petition, & is utterly irrelevant matter & incompetent evidence; and, therefore, all that part of the report of the master which is based upon or refers to that evidence is not supported by legal or competent evidence, & is so far wrong and excepted to.

7th. The report on pages 1 & 2 finds that a contract was made, but fails to state the important stipulation of the contract, viz, that the said 40 acres of land so furnished by said people of Marshalltown should
be "furnished free of cost and title perfected as soon as required
703 & by June 1st, 1871, at all events." And the further provision
that "the citizens of Marshalltown & township shall give personal guaranty of the prompt payment of the tax, or an amount equivalent thereto." And the further provision of the contract that the excess of the tax over the $45,00' might be applied towards the purchase of the ground necessary for the shops & buildings aforesaid till such ground is paid for, and the remainder be paid to the said Central R. R. Co. of Iowa. And the yet other condition, that the said Central R. R. Co. of Iowa only agreed to expend $75,000 in all, of which the said tax was to be at least $45,000, and the tax to be paid as the work progressed in the ratio of 45 to 75. The report then finds that on the 7th day of Oct., 1871, John Turner, Delano F. Smith, & Edward Williyrod, trustees holding the land interest for the citizens of said city of Mar-
shalltown, &c., "and for the use and purpose, &c., by deed con-
704 veyed to said Central R. R. Co. of Iowa said forty acres of land
as in said deed described, which deed was accepted"; but the report does not find that the deed was in accordance with the contract. The report then sets out many conditions put into said deed by said trustees. The report should have found that these persons, holding that land only in trust for the people, had no right or legal power to put into that deed any other condition than was in that contract, except such a condition as was in the conveyance to them, and it should have found that by the contract the title was to be a perfect title. It should, therefore, have found that the deed did not comply with the contract & that no money whatever should be expended on that land till the title was made perfect, as in the words of the contract, "and the title per-
fected as soon as required & by June 1st, 1871, at all events."
705 And the report should have found from the facts stated in the
petition of said D. N. Pickering that the Central R. R. Co. of Iowa had already and before any of the tax was paid to the company expended on said ground more than sufficient to entitle it to all the tax voted, & that unless the title was forthwith made perfect, proceedings in chancery should be instituted to expunge all of the said conditions in said deed & to make the title perfect.

8th. And the master should have found that the making & delivering

& recording an imperfect and conditional deed was not a compliance with the contract to make a conveyance & *profit* the title.

9th. And the report should have further found that by the appropriation of the excess over $45,000 of the tax voted under the statute to aid in the construction of the R. R. to pay for the 40 acres of land, or to reimburse the money advanced for the land, the R. R. Co. paid
706 for the land with its own money.

10th. The report should have further found that the officers managing and operating the road had no power legal to make a contract by which the shops & buildings & property of the Central R. R. Co. of Iowa might be confiscated or profited.

11th. The report wrongfully & against the express provisions of the contract, & against the facts showing by the petition of said D. N. Pickering, finds that because the shops of the said company are now located & operated in the town of Eldora, &c.; that while under this state of facts the Central Railroad Company of Iowa has failed to perform the conditions in which they assumed in said contract and in said deed of conveyance.

12th. The masters reported to allow the respondents to prove that the Central R. R. Co. of Iowa had fully performed the conditions of the contract. The report then, on page 5, first assumes that the
707 said R. R. co. has broken the contract, and assumes that the
people of Marshall and of Marshalltown have fully performed their part, & "in view of the circumstances" finds that they have "waived" the non-compliance by the company, and "extended the time for the performance for two years from the 21st day of June, 1875, provided." This finding, as before stated, is upon illegal evidence. But when the evidence offered by the respondents to prove the contract had been performed by the R. R. co. & broken by the other party was rejected by the master, then it was incompetent for the report to make any finding on this part of the case, as to the breaking of the contract, and that part of the report is both wrong and without evidence to support it.

13th. The report, on page 6, set out the action of the city counsil of Marshalltown, which it resolves that the machinery and shops at
708 Eldora may be removed therefrom by the tax & money now on
hand, without requiring the Central R. R. Co. of Iowa to finish its corresponding quota under the contract—again assuming that the Central R. R. Co. of Iowa has not already exp*lain*ed its "quota." If the R. R. co., as respondents offered to prove, has long ago expended so much that it is entitled to the tax, then the tax is already the property of the railroad company, and, if so, covered by the mortgage, as much as any part of the net earnings and beyond the reach of this resolve. The master therefore should have admitted the evidence to prove the performance. The finding, therefore, in the report based upon this resolution of the city council is without proper & is excepted to.

14th. The finding on pages 6 & 7 in the report that there is no contract by & between the Central R. R. Co. of Iowa, or by any person in its behalf, or by any corporation of which it is the successor, and the town of Eldora or any of its citizens, which would oblige the
709 Central R. R. Co. of Iowa to maintain its machine-shops as
now, located at Eldora is excepted to for the reason that all the evidence upon that question was ruled out and rejected. And for the further reason that it does not find that there is no contract that in equity & good conscience it ought to perform, but only finds the extreme that there is no contract which would "oblige" the company "to main-

tain its machine-shops as now located at Eldora." It should have found that such an equitable contract does exist.

15th. The respondents except to the report in general for the reasons—first, it recommends the removal of the machine-shops to perform a contract when the contract is to build new shops of brick or stone; second, it assumes that the common council of Marshalltown, and the proper authorities of Marshall have a right to modify or rather have changed the contract by a resolution, and that the Central
710 Railroad Company, the bondholders & people of Eldora are all
bound by that change; and third, it assumes that the city council of Marshalltown and "proper officers" of Marshall may waive building shops of brick or stone, and accept the removal of wooden shops from Eldora, and yet that be such a performance of the contract as to bind the people of Marshalltown to pay the tax which they have refused heretofore to pay and still do refuse. The report should have found that such a deviation from the contract would be a legal discharge of all the persons who have not paid their tax from ever paying it.

16th. The report should have found that by the suits referred to in the petition for a removal of the machine-shops, it was established that the Central Railroad Company of Iowa had so far complied with the contract as to be entitled to the $45,000 tax, and that by the
711 suits and failures, and refusal to pay the tax, the people of Mar-
shalltown had broken the contract, and had no right under it to claim any therein that was not already done. And the report should further have found that more than one half of said tax still remains unpaid with the legal interest which has accrued thereon, and that is a continual breaking of the contract from day to day.

For these reasons and for others which appear upon the face of the report, these respondents except to the report of the master in chancery made and filed in this case, and move the court to set the same aside.

And these respondents further move the court to, notwithstanding the report, not make the order for removal of the machine-shops from Eldora to Marshalltown, as prayed for by said D. N. Pickering & others, in their petitions, and to dismiss the said petition from this case for the following reasons:

712 1st. The contract set out by the petitioners in this case is upon
its face, & as shown by the petition between citizens & residents of the State of Iowa, and the subject-matter of the contract, & the place of performance, and also in the State of Iowa. The jurisdiction of the parties & cause of action is in the proper courts of the State of Iowa, and out of this court and the subject-matter is of itself a separate & destined cause of action, and of itself has no more right to be tacked to or made a richer upon this suit for fo'closure than has any other separate & destinate contract of the Central R. R. Co. of Iowa. And as a separate cause of action, it is out of the jurisdiction of this court, and of this this court must take judicial notice.

2nd. This court in its limited jurisdiction to foreclose the mortgage in this case cannot take jurisdiction of the subject-matter of this
713 contract, or in any manner allow it to be tacked on to this for-
closure suit, except for the express purpose of preventing loss or inguiry, or to preserve property, or to reduce expenses. And for this purpose the people of Marshalltown have no right whatever in this court to get relief for themselves. This court cannot in any way take jurisdiction of them or of their cause of action. It cannot hear them in the case, and if this court can in any way take jurisdiction of this matter it must be exclusively for the interest of the Central Railroad

Co. of Iowa, and for the mortgage's or bondholders, and that must be upon a specific showing that it is necessary to do it now, and that loss or inquiry will accrue during the time of the pendency of the action to for'close the mortgage if the court does not act in the premises to prevent it, and this court cannot expend the money or property covered by
the mortgage, nor yet of the Central R. R. Company of Iowa,
714 except to prevent such loss or to make a saving to the mortgage's.

Neither the petition or the evidence taken in this case discloses any necessity for this court to take jurisdiction of this matter. There is no showing why the machine-shops may not remain as they are, & as they have been for years past till this mortgage is foreclosed. If it is claimed that the 40 acres of land is subject to revert by a non-performance of the contract by the Central R. R. Co. of Iowa, then a removal of the shops from Eldora, as prayed for, is no preformance of the contract & in no way prevents a revertion of the land.

3d. If this court will take jurisdiction to prevent a revertion of the land by virtue of the conditions of the deed, then these respondents say that the deed as made with those conditions in it is not a compliance with the contract, and neither the persons who executed the deed nor
the civil township of Marshall, nor the city of Marshalltown
715 or the people thereof had any right under the contract to put any
conditions whatever in the deed. And the making & delivering an imperfect deed does not in any way release them from their contract to make such a deed as is by the contract required. And the receiving of an imperfect deed in no way preclude the Central R. R. Co. of Iowa, from having "the title perfected" as provided in the contract, and these respondents move & pray the court to reform that deed & expunge the said several conditions from it, and thereby perfect the *the* title as is by the contract provided.

4th. Another reason for not ordering a removal of the shops from Eldora to Marshalltown is, such a removal is no performance of the contract; the removal of the shops must of necessity suspend the operation
of the shops for a long time, & make it necessary to *to* get tempo-
716 rary repairs done elsewhere while the machinery is being taken
out and the buildings taken down and removed & rebuilt and the machinery again put up. It must operate to materrially inquire the buildings and machinery to take them to pieces & remove them. It also throws the operations out of employ during the time of removal, compels them to break up and sell out in Eldora and relocate in Marshalltown, or leave the work, all of which will be an impairable loss, besides the expense of removal.

5th. The contract has been so far proformed as to entitle the Central Railroad Co. to the tax of $45,000, and by the contract it should have been paid long ago, and is therefore the property of the said company. The expending that tax to remove the machine-shops from Eldora is expending the money of the company, which is now covered by the
mortgage, and the $4,000 of notes holden by said D. N. Pickering
717 are the property of the company. This is, therefore, only a thinly
disguised effort to expend $19,000 of the money covered by this mortgage, and as much now as that expenditure will make it necessary to expend. It is in evidence that the round-house has been built and has been burnt, and only a temporary wood round-house of little value now exists. A new round-house can as easily be built at Eldora, where the shops now are, as at Marshalltown, & at as little expense, and thus save the expense of removal and change to the buildings & machinery & shops to the same.

6th. The contract has been broken by the people of Marshalltown; not over about $15,000 of the tax, besides the notes now holden by said Pickering, all of which have been protested, has yet been paid to the said Central Railroad Company of Iowa, & that and a large amount
718 more, in all from $68,000 to $90,000, has been expended in accordance with law & with the contract; there now is, including interest, not less than about $30.000 of tax unpaid, and the people refuse to pay it, and the railroad company is in no position to enforce the collection of it. It will be extremely injudicious for the Central Railroad Company to excuse this breach of the contract by reserving work & machinery, further expenditure, till all the tax & interest now due is fully paid.

7th. This motion to remove the machine-shops from Eldora to Marshalltown is not made in the interest of the Central R. R. Co. of Iowa, or of the mortgage's & bondholders. It is made in the special interest of the people of Marshalltown, and also to defeat a plan of compromise for'closure of this mortgage in this case, which has been adopted
719 by a large portion of the bondholders, debters, & stockholders of the said Central Railroad Company of Iowa, & which has been presented to and accepted as satisfactory to the Farmer Loan & Trust Company, trustees, & plaintiffs in this case. By this proposed plan a new company has been impended. The head grantors of the new company are at Eldora, where the machine-shops now are. This company is now organized, and the directors have been elected by the bondholders. In defeating this proposed plan of for'closur', or rather to defeat it, it is proposed to defeat any for'closur' at all for seven years to come. And the "New York joint committee" and the "Boston committee" claim that they have made a compromise by which they are for seven years to have the exclusive management & control of the road & of its finances. And herein they have petitioned for a removal; they are working to prevent any for'closures. All of which facts these
720 respondents are prepared to establish if necessitated so to do.

These respondents therefore pray the court to not grant the prayer of the petition, and to not make any order for or grant any permission to remove the machine-shops from Eldora to Marshalltown, and to not make any order for the expendature of any money for erecting new shops at Marshalltown; and further, that this court will refuse to take further *issues*diction of this subject-matter, and that it order the proceedings dismissed.

(Signed) PLATT SMITH &
E. W. EASTMAN,
Atty's for the Respondents.

721 DISTRICT OF IOWA, *ss:*

I, E. W. Eastman, the above attorney, do make oath and say that I have a personal knowledge of the greater portion of the things hereinbefore stated, and the matters and things herein stated as of my own knowledge are true, and the matters and things therein stated as upon hearsay and information from others I believe to be true.

(S'g'd) E. W. EASTMAN.

Subscribed & sworn to by E. W. Eastman, before me, July 21, 1875.
GEORGE B. CORKHILL,
Clerk U. S. C. C.

(Endorsed:) Farmers' Loan & Trust Co. vs. The Central R. R. Co. of Iowa. On petition to remove machine-shops from Eldora. Exceptions to master's report. Platt Smith & E. W. Eastman, att'ys for respondents. Filed Jul. 27, '75. George B. Corkhill, clerk.

722 *Petition of intervention of C. C. Gilman in the matter of removal of the workshops of said co. from Eldora to Marshalltown.*

In the c't court of the U. S. for the State of Iowa.

Farmers' Loan & Trust Co.
vs.
The Central R. R. Co. of Iowa.

To the hon. circuit court of the U. States with' & for the circuit of Iowa:

1. The petitioner, C. C. Gilman, would respectfully represent to your honor that he is a large stockholder in the C. R. R. Co. of Iowa; that he owns and represents seven hundred thousand dollars of said stock, or thereabouts, or about ⅛ of the entire stock interest in the co.

2. The petition' further states that he originated the enterprise which resulted in the construction of the C. R. R. Co. of Iowa, and was connected with it as president & general manager from its conception till March, 1873, and in this capacity was familiar with all details of construction, sales of securities, and with all contracts pertaining to construction and of equipment, including one with Marshalltown for
723 the location of the co.'s repair shops at that point.

3. Originally those shops were located at Eldora, before the road was extended to Marshalltown, and such additions in building and machinery, wood shops, paint shops, engines houses, & general equipment, have been made from time to time; that the same are now amply sufficient to meet all present needs or repair and replacement, and will be for a long time to come; all this has been done at large expense to the co., with a view to making them amply sufficient to do all the necessary repairs both in wood & iron.

4. That at the time the shops were located & built at Eldora it was thought that the road would not be constructed further south than Marshalltown, but subsequently the co. conceived the idea of extending its line both north & south across the State, making its southern terminus at or near Moulton, and it was then thought by the co. that Marshalltown would be the most central point on its line for a division of
724 its business, and that in the event the road was finally constructed across the State, it would be economical for the co. to have its repair shops at that point, it being the most central. With the expectation of the completion of the road to the south line of the State, believing it to be for the best interest of the co. at that time to locate the shops at Marshalltown, a contract was entered into between the co. and Marshalltown for such location.

5. The conditions of said contract was in substance as follows: Marshalltown was to furnish the co. 40 acres of land, which was selected and agreed upon, for depot and machine-shop purposes, which was to be free from any and all incumbrance or lien, and in addition were to pay the co. the sum of forty-five thousand dollars, which was to be paid as the work progressed, on the certificates of the engineer, in the proportion of $4.50 of their money to a total expenditure of $7.00; the company having agreed to expend in addition to the donation of $45,000 the
725 sum of $30,000 on their own account. The petitioner, having neither the original nor a copy of said contract, cannot attach either to his petition, but the same was dated in either 1871 or 1872.

6. That immediately after this contract was made, the co. commenced the erection of a round-house & machine shops on the land selected and erected a round-house of 18 stalls, built of stone walls & fitted with every appliance necessary to make the same in every way complete, and also built the foundation for the workshops of solid mason-work, and also filling in the grounds around with gravel & loose rock to properly fit the same for use, in all at a cost of not less than $60,000, which was in excess of their agreement in the sum of $30,000. That the town of Marshall, disregarding its agreement, failed to furnish the land selected and agreed upon, and some of the buildings erected by the co. on that
land are consequently on land owned by outside parties, the co.
726 having no title, and said town of Marshalltown has further failed
to pay said sum of $45,000, and persistently refuse now, and did so refuse during the construction of said buildings, to pay the said sum as agreed, and the said sum is not yet paid.

8. That said road was not completed to the south line of the State, but only so far south as Albia, distant from the State line about 30 miles, thus leaving Eldora, as the road is now operated, more nearly a central point than Marshalltown, the road having been completed to the north line of the State. The road not having been extended south as expected and Marshalltown having utterly failed in every particular of their contract with the co., both the necessity of a removal from economic reasons and the obligations arising from the said contract ceased; the shops were left where they were and now are, and large sums of money has been expended by the co. in extending the same and increasing their
capacity because of the superiority of their present location
727 and with the intention of making the same permanent.

9. That since the suit of foreclosure was commenced in this case a new co. has been organized, called the S't Louis, Iowa and Minnesota R. R. Co., with headquarters at Eldora, which is composed of about 400 persons who are creditors of the road, holding a large number of 1st-mortgage bonds, exceeding 1,000,000, now deposited with the trustee, plaintiffs in this cause, and constantly and rapidly increasing in amount, beside a large amount of 2nd-m'tg. bonds also deposited as above; that this co. was organized with a view of buying in the road when a sale under foreclosure is had in order to prevent a sacrifice of the interests of themselves and associates; that the co. is legally organized under the laws of the State, have an active existence and a directory composed of the most prominent mortgage-creditors, elected by the bondholders them-
selves in June last by regular ballot in accordance with law, and
728 that from their present great strength, which is rapidly increas-
ing, they confidently expect to obtain a decree at the October term of this court taking the same out of the hands of the court, and the floating-debt interest, which is supporting the removal of these shops, and place it where it belongs, under the control of the mortgage creditors, and that these persons representing this entire interest are opposed to removing these shops and incurring the enormous and unnecessary expense inevitably attending the erection of others at Marshalltown or elsewhere.

10. That at the May term, 1875, of the circuit court of the U. S., held at Des Moines, the petitioner was present, as a stockholder in the co., with a view to ascertain everything of a preliminary character that transpired in the said foreclosure case, and heard the case called in court and many matters of a preliminary nature disposed of therein, and, after a disposition thereof, heard the hon. judge announce that all matters of a preliminary nature in that case were disposed of

729 for that term, which statement was made in the presence of M'r Pickering, the receiver, and, as petitioner is informed, the applicant for the removal of the shops and also the counsel representing that interest, and they made no announcement that anything else would be called up; whereupon this petitioner and his counsel, believing that nothing further would arise in this case, left for their homes, and the petitioner in a very short time started for New York and Massachusetts, and has since been absent from Iowa until his return on the 30th of July, at which time he first learned that proceedings had been instituted for a special order granted for the removal of the shops.

11. That the petitioner, since his return home, is informed that after he and his counsel left Des Moines at the last sitting of the c't court of the U. S. in May, 1875, D. N. Pickering, the former sup't of the C. R. R. Co. of Iowa and the present receiver thereof, being combined and
730 confederated with the citizens of Marshalltown, as he believes, and in the interest of the said town, for the purpose of moving the work and repair shops of the said co. to Marshalltown, without the promised equivalent, much to the injury and detriment of the said co., fraudulently and clandestinely presented his petition to the judge of the said court (who had no knowledge of the fraudulent intent of the said receiver and the persons with whom he was combined and confederated), without the knowledge of this petitioner, and, as he believes, without the knowledge of the creditors of the co., who were in no way made a party to these proceedings, asking an order for the removal of said shops; and the petitioner is further informed that other and further proceedings were had in the said matter, among which is the presentation of a petition favoring such removal, signed by certain persons styling themselves the New York & Boston committee of bondholders; that this
731 self-constituted com. claim to represent a large number of bondholders, whereas, in truth and in fact, the petitioner knows that they represent but a small and trifling bonded interest, he knowing of not one single bond having been deposited with the trustees or any one else endorsing the plan of reorganization recommended by them, but states that, to the best of his knowledge and belief, no one has so deposited a single bond.

12. That the said creditors will and must suffer great damage and loss by such removal & no possible advantage, to wit, in damage, &c., on *on* moving the machinery, in the cost of handling the same, in the loss of value in the numerous buildings which have been from time to time erected, in the cost of land to relocate them, in the cost of rebuilding all these houses, in the great disadvantage of leaving a site where the steady accumulations of 6 or 7 years has surrounded the shops with all the conveniences for speedily and economically dispatching work,
732 such as wells, side tracks, turn-tables, yards, rails, drainage for pits, coal and wood houses, & sheds; the loss of the land so well adapted to the present use, and the large cost of filling up and preparing the land at Marshalltown, and, further, the loss to this co. of the money and land due under the contract with Marshalltown, all of which would amount to not less than the sum of $100,000 and would work an irreparable injury to the co. and its creditors; and that the said D. N. Pickering, receiver, who has been notified that on objection he will be removed by this court at the October term, in reckless disregard of the interests of both the co. and its creditors, and in the face of the fact that he well knows the failure on the part of Marshalltown in its contracts, that by removing said shops will never pay for the same, as agreed upon heretofore; that the amount so unpaid, including the value of un-

733 purchased real estate, is not far from $50,000. In spite of the fact that for three years he has found the shops and located and made no attempt or talk of changing them, when he had absolute power to do so, now, at this late day, finds that he cannot even operate the road during the balance of his time, a short three months, without moving the shops. Petitioner believes that the sudden conviction is suggested by ulterior motives aided by inducements held out by the city of Marshalltown, so mighty that he deems them sufficient to overshadow every consideration for the welfare of the road.

13. Petitioner further says that the allegations of this petition are true, and that if permitted to intervene in this case to resist the application for removal of the shops and allowed time to introduce evidence, he can prove the allegations of his petition. The proceedings had by the said D. N. Pickering in this regard have been hasty, without giving the petitioner and others interested an opportunity to resist his application.

734 The petitioner therefore asks that this petition may be taken as an answer to the application to remove said shops, and as a petition of intervention, and that he may be permitted to intervene in the said matter and have an opportunity to be heard at such time as he may be enabled to procure his evidence, and that whatever order the court may have made already in reference to the removal of said shops may be revoked or suspended, and that your honor may order a suspension of all proceedings on the part of the said receiver, and all persons acting by, through, or under his order, and if needs be that he may be enjoined by the order of the court from the removal of said shops until the petitioner can have a hearing in the premises, and that such further action may be had by your honor as will protect the rights of this petitioner and the co. in which he is a stockholder.

(Signed) C. C. GILMAN,
Petitioner.

735 STATE OF IOWA,
Hardin Co:

I, C. C. Gilman the petitioner, do solemnly swear that I am acquainted with the contents of the foregoing petition of intervention, and that the matters and things and allegations therein contained are true, as I verily believe.

(Signed) C. C. GILMAN.

Sworn to and subscribed before me and in my presence, this the 2nd day of August, A. D. 1875, by C. C. Gilman.

[SEAL.] (Signed) HENRY L. HUFF,
Notary Public, Hardin Co., Iowa.

(Indorsed:) Farmers' Loan & Trust Co. vs. C. R. R. Co. of Iowa. Petition of intervention of C. C. Gilman in the maiter of application for removal of work-shops. Filed Aug. 3, '75. (Signed) George B. Corkhill, c, (Signed) E. W. Eastman, att'y for petitioner.

736 United States circuit court, district of Iowa.

FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA ET AL. } No. 501 eq.

This cause came on to be further heard upon exceptions to the report

of the master heretofore filed in this cause, and was argued by counsel; upon consideration thereof, it was adjudged, ordered, and decreed as follows, viz: That the said exceptions be overruled as insufficient, and that the said report of the master and all the matters and things therein contained do stand ratified and confirmed. That the receiver heretofore appointed in this cause be, and he is hereby, authorized and directed to remove the repair and machine shops and all the machinery and
737 fixtures of every kind therein or thereto belonging from the town of Eldora, in the county of Hardin, and to re-erect the same at the city of Marshalltown, in the State of Iowa, within six months from the date hereof; but nevertheless, this order is not to authorize or allow the said receiver to defray the expenses, and costs, and charges of such removal and re-erection of said shops, machinery, and fixtures, by infringing for any part of said expense or cost and charges upon the assets or earnings of the Central Railroad Company of Iowa.

(Signed) J. M. LOVE,
Judge.

AUGUST 11th, 1875.

(Endorsed:) Filed Aug. 14, 1875. George B. Corkhill, clerk.

738 United States circuit court, district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

This cause this day coming on to be further heard upon the application of P. L. Lomax, one of the masters of this court, to be paid his fee, costs, and expenses, for services rendered herein, as stated in his report, filed in the above-entitled cause on the 2d day of July, 1875.

In consideration whereof, the court doth adjudge, order, and decree that D. N. Pickering, the receiver heretofore appointed in this cause, be and he is hereby authorized and instructed to pay to the said master, from the funds in his the said receiver's hands, the sum of one thousand and seventy-eight $\frac{95}{100}$ dollars.

(Signed) J. M. LOVE, *Judge.*

(Endorsed:) Filed Oct. 12, 1875. George B. Corkhill, clerk.

739 On the day of , A. D. 1875, H. Price, the special commissioner herein, filed his report, a true copy of which is as follows, to wit:

740 FARMERS' LOAN & TRUST COMPANY
vs.
CENTRAL R. R. OF IOWA.

To the judges of the U. States circuit court Iowa:

I herewith submit my report as special commissioner in the above cas*h*, and leave the compensation for my services to be fixed by parties in interest, or by the court.

(Signed) H. PRICE,
Special Commissioner.

FEB'Y 5th, 1875.

(Endorsed:) Letter of H. Price accompanying report.

741, 742 To the Hon. JOHN F. DILLON,
Judge United States Circuit Court:

Under date of January 7th, 1875, in the words following, to wit:

"It is further ordered that Hiram Price be and he is hereby appointed special commissioner to examine into and report on the statement of accounts now made by said receiver (referring to D. N. Pickering, who had been appointed of the Central Railroad of Iowa), while acting as provisional receiver, and inquire into the management and operation of the road of the company and the administration thereof, and report whether the same are properly and economically conducted, and make any suggestions and recommendations to the court that will tend to the economical conduct of the road.

"Said special commissioner shall report also whether there are any unnecessary employés or officers of the company, or whether the compensation thereof as now paid is reasonable, and what is a reasonable compensation for said employés and said receiver."

In compliance with this order, I proceeded to Marshalltown, where the principal offices of the company are kept, and made an examination of the receipts and expenditures of the company, as shown by their books and vouchers, for the time specified in the order of court.

I understand my duties under that order to be specific and plain, and to comprehend—

First. An examination of the accounts of the R. R. company during the existence of the provisional receiver.

Second. To ascertain, as nearly as possible, whether the management has been wise and economical, and to make any suggestions or recommendations which, in my judgment, would increase the net earnings of the road.

743 Third. To report whether there are any unnecessary employés or officers of the company, and whether the compensation allowed them is reasonable, and, if not, what would be a fair compensation.

In reference to the first part of my instructions, I have to report that an examination of the books and vouchers of the company appears to justify the statement that those in charge intend to make a fair exhibit of the transactions of the company, and give honestly the cash received from the different sources, and what disposition has been made of the same.

I made some suggestions as to the details of the routine business of the office, tending, in my judgment, to simplify and facilitate the comparison and checking of vouchers and accounts, which I presume will be adopted in the future.

In reference to the second item of my instructions, I have to report that the examination which I made disclosed the fact, very clear and palpable to my mind, that some part of the management has not been wise and economical, and in some of my conclusions on this subject Mr Pickering, the receiver and superintendent, agrees with my views, but claims that he should not be held accountable, for the remedy for wrong was beyond his control.

In the first place I found, from the vouchers and accounts, that there was and is a coal company, called the Hardin and Mahaska Coal Company, who purchase and sell all the coal consumed by the railroad company, and all that is hauled as freight over the line of the road, and that this H. and M. Coal Co. receives from the R. R. co. ten (10) cents per ton in addition to the cost of the coal on the cars at the mines or coal banks, whether the coal is consumed by the R. R. co., or hauled over the road. Or, in other words, for all the coal which passes over this road, without any reference to the distance hauled or by whom consumed, this coal company receives ten (10) cents per ton.

744 During the last year there were handled on this road 84,000 tons of coal, upon which the H. and M. Coal Co. received ten cents per ton, making $8,400, which $8,400 could just as well, and much more properly, have gone into the treasury of the R. R. co.

This coal company owns no coal mines, but purchase all their coal from the owners of mines along the line of this road; nor does this coal company own any cars, but all the cars used belong to the R. R. co. In short, this coal co. merely stands between the coal miners and the R. R. co., and pockets $8,400 per annum which legitimately belongs to the R. R. co.

But this is not all. I was informed by Mr. Pickering (and I believe in good faith), in reply to my questions upon this subject, that this coal company received only the ten (10) cents per ton, and nothing more, and that consequently the consumers of the coal only paid $1.75 per ton, the price on the cars at the mines, and ten (10) cents to the coal company, and the freight, whatever that might be. I tried to get this point definitely stated, because it is a well-established fact, that just in proportion as any commodity is cheapened its consumption is increased; and in this case the cheaper the fuel could be given to the consumers, the more business the R. R. co. would have in freighting it, and consequently the greater would be the revenue to the R. R. co. from that source.

After leaving Marshalltown and passing over part of this road, I called on Messrs. Morse & Whitney, dealers in grain and coal at Grinnell, on the line of the road, who informed me that they had purchased of the H. and M. Coal Co. during the year about 4,000 tons of coal, and that they paid said coal company two dollars ($2.00) per ton at the mines. So it appears that on the coal sold to parties other than the R. R. co., this coal company receives twenty-five (25) cents per ton, instead of ten (10) cents, which will produce the following result:

745	Sold to C. R. R. Co., say 24,000 tons, at 10 cents........	$2,400
	Sold to other parties, 60,000 tons, at 25 cents...........	15,000
	Showing a net profit of....................................	$17,400

All of which, with different management, would have gone into the treasury of the R. R. Co. If the R. R. Co. had done this business instead of the coal company, the above $17,400 would have been just so much added to its net earnings for the past year. Or, if the coal was sold to consumers at $1.75 per ton (the price at which the miners put it on the cars), and freight added, it would so reduce the cost that the increased quantity hauled would produce substantially the same results.

I find, also, that the R. R. Co. has leased of the S't Louis Car and Foundry Company one hundred box and one hundred flat cars, for which the R. R. Co. is paying rent at the rate of $3,500 per month, which is $42,000 per annum, and keeping the cars in repair. This is certainly a very ruinous policy, because after paying in a very few years all the cars are worth, the car company will still own the cars and the R. R. Co. have nothing.

I suggest that the R. R. Co. pay to the Car Co. $20,000 per annum, instead of $42,000 as now, a sufficient amount of which shall be applied as interest at ten (10) per cent. on a fair cash value of the cars, and the balance of the $20,000 on the principal, and so from year to year until the car company shall have received payment in full for their cars, and ten per cent. per annum on any balance due them from time to time. This would save the R. R. Co. $22,000 per annum and the ownership of the cars at the end of a few years, without any injury to the car company, while under the present arrangement there is a loss of $22,000 every year, and the ultimate loss of all the cars.

A company, composed of Abbott, Kinsett, Gilman & Cate, have leased to this R. R. Co. four locomotives, at an annual rental of $11,200,
746 and the R. R. Co. keeps them in repair. This is twenty per cent.
on the cost. Now, if the railroad company find that these four engines are absolutely necessary to do the business of the road (which I very much doubt), I would recommend the same course to be pursued as in the case of the two hundred cars before referred to. I say, I doubt their being necessary to do the business of the road, because from an examination of the books of the company I find that the freight engines have only run during the last year, including extras, sixty-four miles in each twenty-four hours of the working days; and, therefore, I believe that twenty engines are amply sufficient to do all the work which have been done by twenty-two the past year. Twelve engines on freight trains, sixty-four miles each, is seven hundred and sixty-eight miles, which would be seventy-six and eight-tenths miles each for ten engines, and this certainly is not heavy work for an engine. As the road is now run, there are 12 freight, 4 passenger, and one switching engine, making 17 in all. If, as I suppose, the business can be done with 10 freight trains, 5 each way daily, then the whole number of engines in use would be 15, leaving five engines always idle for emergencies.

In this connection, it must be remembered that this running is only done on one hundred and fifty-five miles of road—the balance of the road, thirty-four miles, is only traveled over by an engine once each way daily. This road is only one hundred and eighty-nine miles long, instead of two hundred and five miles, as shown in some of the printed statements. If, then, two of these engines can be dispensed with, and the other two purchased by paying a certain amount each year, which will in a reasonable time give the owners their money back, and ten per cent. per annum, the saving to the R. R. Co. would be $8,400 per annum and eventually the ownership of the two engines; while under the present arrangement the R. R. Co. never will own the engines, but, after paying the full price of them, with interest added, the lessors will still be the owners.

In these calculations and statements, I do not lose sight of
747 the fact that the engines are wearing out and becoming less val-
uable; but while this is true and must be taken into the account, it is equally true that, with the care and repairs that these engines must necessarily have, and that, too, at the expense of the R. R. Co. while paying this heavy rent for them, they will last twice or thrice as long as it will require to pay for them, for with proper care an engine will last from twenty to thirty years. I have personal knowledge of an engine now running on the C., R. I. & P. R. R., and doing good service, that was one of the first engines put on that road, over twenty years ago.

In reference to the third item of the order of the court, my report is, that I have obtained from the books of the company the name of every officer and employee, his location, occupation, or position, and the amount of pay which he receives. The whole number of all classes, for the month of December last, which was the latest list made up, when I made my examination, was four hundred and seventy. Of this number twenty-eight are carpenters, and sixteen are car-repairers in wood, besides painters and blacksmiths. These twenty-eight carpenters are designated as repairers of buildings and bridges, and as the only repairs now being made, or likely to be made for some time, is the placing of new ties on the bridges where imperfect ties, or ties of not sufficient length, existed before, the most of which work can be and is done by common laborers, I recommend that fourteen of them be discharged. Carpenters' wages average about $2.50 per day, which for fourteen men is $910 per month, or for six months of the year is $5,460.

I find also six conductors for four passenger trains. If there were but four conductors, no one of them would have to run more than one hundred and seventy miles, or less than ten hours in each twenty-four. I therefore recommend the discharge of two of them, which at $75 per month, the lowest price paid, is for the year $1,800.

The company has also one man employed at $70 per month, whose only business is to settle for stock killed or injured on
748 the road. Now, inasmuch as it is made the duty of the foreman
on each section to report to the general office, upon printed blank forms prepared and furnished him for that purpose, all stock killed or injured on his section, what it was, whether cow, steer, hog, sheep, horse, or whatever it was, when and to what extent injured, by what train, and, as near as he can, its value, and what disposition was made (if any) of hide or carcass, or both, I see no necessity for the services of such an employee, and therefore recommend his discharge. His pay for twelve months would be $840.

I find also on the list twenty-three wipers at $45 each per month. Wipers are only needed for engines when in use, and inasmuch as the full force of engines, as at present employed (and which in my judgment can be reduced), is only seventeen, I suggest that the services of six of these wipers be dispensed with, and thereby make a saving for a year of $3,240.

The road also has an officer whose title is "foreman of water department." Roads more than twice the length of this have no such officer, nor is there, in my opinion, any possible use for one. I therefore recommend that the office be abolished, and thus save to the company each year the amount of his salary, which is $1,200.

On the rolls of the company I find M'r A. Russell's name as general passenger and ticket agent, with three clerks under him at salaries respectively of $70, $75, and $83.33 per month. M'r Russell's own salary is $100 per month, and on another part of the same rolls, for the same time, I find the same M'r Russell as superintendent of telegraph, at a salary of $125 per month, with two men under him as "line repairers," at salaries of $50 and $75 per month. I can see no good reason for a superintendent of telegraph on so short a road as this, because the operators, of whom there are thirteen along this line of road, employés of and paid by the R. R. Co., will be the first persons to discover when and where the line is out of order, and would as a matter of course inform the superintendent of the road, who would at once order
749 these "line repairers" to the spot. M'r Russell cannot in the *the*
nature of things attend to his other business and give his personal attention to repairing the telegraph. It would be much better, in my judgment, to let the telegraph be cared for as above indicated, and relieve M'r Russell of that duty, and give him, if he is a good man, as I presume he is, $125 per month as general passenger and ticket agent, and thus save the R. R. Co. the sum of $1,200 per annum.

Among the employés of the company I find five hostlers and three helpers to the hostlers. The business of these men is to put the engine in its stall when it comes in from a run, and bring it out again for the next trip. Now, when it is remembered that there is a fireman on every engine, and a wiper to every engine, and that the business of the wiper is to be on hand always when his engine comes in from a trip, and to clean and rub it thoroughly and to remain with it until relieved by the engineer or fireman when it is to be taken out for the next run, it requires some stretch of imagination to conceive what use there can be for a hostler. In some cases on long roads, where, from the number of engines coming in at the same time, there is sometimes a detention of an hour or more before an engine can reach its stall, it may be advisable to relieve the engineer and fireman after a long run, but on short roads where none of these circumstances exist, it is simply a waste of money to pay for such services. These men's wages aggregate $450 per month, and dispensing with their services would save the company $5,400 per annum.

The compensation allowed the officers and employés of the company, is in the main what might be considered fair and right, taking the compensation which other R. R. companies pay their men as a standard. In some cases I think the amount paid is very liberal, but the trouble is not in the amount paid to each individual so much as in the number employed. The compensation of the receiver of this road is probably as near right at $5,000 per annum as it can be fixed. Any man who discharges faithfully the duties of the offices of receiver and superintendent ought to be paid that amount, and I have therefore no
750 further recommendation to make on that subject, except to say
that he can save much more than his salary by lopping off superfluous officers and employés in the different operating departments of the road.

One thing ought probably to be named, although not strictly within the scope of my instructions, which is, that the road was originally poorly constructed, particularly in the article of ties, many of which were of water-elm and of small size, so that now at the end of four or five years they have to be replaced with new ones, which increases very materially the cost of keeping the track in order. There is also a heavy expense on account of stock killed, the amount paid last year for this item being about eleven thousand dollars. These items, as a matter of course, decrease the net earnings of the road, and it is due to those in charge to make this statement.

The equipment of the road to-day is as follows:

Eighteen locomotives paid for and free of incumbrance.

One hundred and two box-cars paid for and free of incumbrance.

One hundred and twenty coal flats paid for and free of incumbrance.

Five passenger-cars paid for and free of incumbrance.

Six baggage-cars paid for and free of incumbrance.

Thirteen caboose cars paid for and free of incumbrance.

One hundred box-cars and one hundred coal-flats, upon which the R. R. co. is paying $42,000 per annum rent, before referred to.

One hundred box-cars upon which there is a lien for $47,000, bearing 12 per cent. per annum interest.

Fifty box cars, $12,000, due with 12 per cent. lien, same as above.

751 Five passenger cars, $5,345 due same above.

A recapitulation of the foregoing report shows, if my judgment is correct, a possible saving and consequent increase of net earnings annually as follows:

First.	Dispensing with the H. & M. Coal Co	$17,400
Second.	Revision of the lease of the 200 cars with S't Louis Car & Foundry Company	22,000
Third.	Changing of the terms upon which 4 engines are now used belonging to Abbott, Kinsett, Gilman & Cate	8,400
Fourth.	Reduction of carpenter force for 6 months	5,460
Fifth.	Reduction of passenger conductors from 6 to 4	1,800
Sixth.	Dispensing with agent to settle for stock killed	840
Seventh.	Reduction of force of wipers from 23 to 17	3,240
Eighth.	Dispensing with services of superintendent of water dep't	1,200
Ninth.	Abolishing office of superintendent of telegraph	1,200
Tenth.	Dismissal of hostlers and their helpers	5,400
		$66,940

To which must be added whatever the two locomotives and two hundred cars may be worth after they have been paid for as hereinbefore suggested.

All of which is respectfully submitted.

H. PRICE,
Special Commissioner.

DAVENPORT, *February 5th*, 1875.

(Endorsed:) Iowa circuit. Farmers' Loan and Trust Co. v. Central R. R. Co. Report of Hiram Price, as Sp. Com'r. Filed 9, 1875. George B. Corkhill, clerk. (Print copy.)

752

753 On the 9th day of March, 1875, there was filed in said clerk's office an affidavit in relation to report of Hiram Price, a true copy of which is as follows, to wit:

754 STATE OF IOWA,
Mahaska County:

F. W. H. Sheffield, president, and George Bently, superintendant and selling agent of the Hardin & Mahaska Count. Company, upon their respective oaths state:

1. That they have read the report of Hon. Hiram Price, made to the Hon. John F. Dillon in the case of the Farmers' Loan & Trust Co. vs. The Central R. R. Co.

2. That so much of said report as states that said coal company receives ten cents per ton for each ton of coal shipped over said railroad the said report is correct, but it fails to state what services are performed for this compensation. In consideration of said compensation that coal co. finds a market for the coal, collects the purchase price, directs where and how many empty cars shall be each day furnished, and by reason of having control of all shipments are controled and regulated, requiring the services of three men, much traveling, and consequent expense.

755 3. That the only compensation received for said services in any shape or manner is only ten cents per ton, as before stated, and affiants infer that M'r Price erred in making said report for this reason: He seems to have concluded that because Morse & Whitney paid $2.00 per ton for the coal furnished them that therefore the coal co. received twenty-

five cents per ton in addition to the ten cents; this is an error; the mining companies receive every cent for which the coal is sold, except the freight and the ten cents. The mining co's allow the H. & M. Co. to sell to railroad companys at a minimum price of $1.75 per ton, and to other parties at $2.00 per ton. No lower prices can be given without the consent of mining companies. A large amount is still due from the Central R. R. Company, mostly for coal furnished for the use of the road prior to April 1st, 1873, and for a portion of this coal so furnished the H. & M. Coal Co. is still indebted to the mining companies. The original contract between the R. R. Co. & coal co. allowed a commission of twenty-five cents per ton to the said company which as the coal business developed being deemed excessive was reduced to ten cents per ton from Sept. 1st, 1873.

756 (S'g'd) F. W. H. SHEFFIELD, *Pres't.*
GEO. BENTLY, *Sup't, Ag't.*

Subscribed and sworn to before me, by the said F. W. Sheffield and George Bently, this 16th day of February, A. D. 1875.

[SEAL.] (Signed) ROB'T KISSICK,
Notary Public.

(Endorsed :) Filed Mar. 9, 1875. George B. Corkhill, clerk.

757 Afterwards to wit: on the 13th day of May the complainants, by their att'y, filed in said clerk's office a motion for receivers to carry into effect the recommendations of the special master, a true copy of which is as follows, to wit:

758 THE FARMERS' LOAN & TRUST COMPANY
vs.
THE IOWA CENTRAL R. R. COMPANY & OTHERS.

Now comes the trustee by James Grant, its attorney, and shows to the court that the special commissioner appointed by this court having reported certain reforms in the management of the road, and moves that the receiver be directed to carry into effect the recommendation of said special commissioner, so far as the same can done.

(S'g'd) JAMES GRANT,
For the Trustee.

(Indorsed :) Filed May 13th, 1875. George B. Corkhill, clerk.

759 On the same day, to wit, May 13, the same being of the May term, 1875, of said court, there appears among the records of proceedings thereof in said cause the following entry, to wit:

760 THURSDAY, *May* 13, *A. D.* 1875.

United States circuit court, district of Iowa. May term, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs. No. 501. Eq.
CENTRAL R. R. IOWA.

The attorney for the trustees in this cause having moved the court to order the receiver to carry into effect the recommendations of the special commissioner in relation to the reduction of the expenses of the road, it is ordered that said recommendations be referred to the receiver with directions to carry each of said recommendations into effect as he may deem expedient under circumstances.

(S'g'd) JOHN F. DILLON, *Judge.*

761 On the same day, to wit, May 13, 1875, there was filed in said clerk's office a letter from J. B. Grinnell to Ja's Grant, a copy of which is as follows, to wit:

762 DES MOINES, IOWA, *May* 10, 1875.

Hon. JAMES GRANT,
Att'y for Trustee and Bondholders of the Central R. R. of Iowa:

MY DEAR SIR: Permit me to represent that I have a large pecuniary interest in the Central R. R. of Iowa; that I was the president of the southern division; a member of the board of directors during its building, and up to a recent date. Further, that I am president of the Grinnell and Montezuma R. R., which is projected from the city of Grinnell, at the junction of the R. I. and Central Iowa R. R. to Montezuma, the county-seat of Poweshiek Co., in a southeasterly direction 16 miles. Three and one-half miles of this distance is parallel to the Central R. R. and there seems no necessity for a new track, when by a joint occupancy, subject to the time-table and control of the Central, the latter 763 road may add largely to its own business and gain a revenue. The region of country which this new line will traverse will require more than a thousand tons of coal and lumber annually, which will naturally pass over the Central from 30 to 130 miles, and be a new source of income, to make no mention of products which will naturally find an extreme northern or southern market, which will amount to many hundred car-loads annually. From these considerations and advantages I respectfully request that for the understanding and protection of both parties you solicit his honor, Judge Dillon, of the U. S. court, to make the following order:

On condition that the Grinnell and Montezuma R. R. is built from a point on the Central R. R. of Iowa on or about 3½ miles south of Grinnell to Montezuma, and that if using the 3½ miles of track subject to the time-table and regulations of the Central R. R. and not establish- 764 ing a depot for business nearer than 5½ miles from the Central road, and giving a bond that it will at all times save harmless the Central R. R. Co. from any loss or damages by reason of any injuries to persons, live-stock, and property generally done, caused, or suffered by reason of the acts or trains of the Grinnell and Montezuma R. R.; that it will carry all coal, lumber, or other freight delivered at Grinnell or at the junction eastward at reasonable rates, and pay to the Central R. R. the sum of fifty dollars per month for trackage, side-tracks, and depot facilities for joint business and telegraphic services in the movement of trains, in full for the above.

It is ordered that the Central R. R. of Iowa is to receive and transport cars and freight to and from all other railroads to the junc- 765 tion in behalf of the Central R. R. without any discrimination or partiality, and keep its track in good repair, and charge only prorata per mile for the whole distance.

That it may furnish cars and motive power and attendance for the Grinnell and Montezuma R. R. for a reasonable compensation.

That the receiver or superintendent of the Central R. R. is authorized to lease the Grinnell and Montezuma R. R. for one year or longer, provided that the lease may be cancelled by the proper authority when it is shown that such lease is detrimental to the interest of the Central R. R., by giving three months' notice to the lessor.

For the trustees of the bondholders I approve of the objects of the foregoing application. The details of the project might be referred to a railroad expert. The trustees could only consent to an arrangement which might terminate with the foreclosure. Their authority does not extend beyond that.

(S'g'd) GRANT & SMITH.

(Endorsed:) Filed May 13, 1875. George B. Corkhill, clerk.

766 On the same day, to wit, May 13, the same being of the May term, 1875, of said court, there appears in the records of the proceedings thereof in said cause, the following entry, to wit:

767 United States circuit court, district of Iowa, May term, 1875.
Thursday, May 13, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.
No. 501. Eq.

It is ordered that the application of J. B. Grinnell to forming with the Iowa Central a running arrangement to use about three and a half miles of the Iowa Central from Grinnell south be referred to Milo Smith, of Clinton, to determine on what terms the said Central shall be used; that M'r Grinnell shall give due notice to M'r Pickering, the receiver, on what day he will appear to Milo Smith to settle the terms
768 on which said Grinnell's projected road shall connect with and run over the three and a half miles of the Central, and the said Grinnell shall have the privilege of using the said Iowa Central on such terms as said Milo Smith may determine until the further order of this court.

The cost of said reference to be paid by M'r Grinnell. The said referee is directed to report to the court the details in full of the terms he proposes and the reasons thereof. Let clerk furnish copy of this order to M'r Grinnell and the receiver.

(S'g'd) JOHN F. DILLON.

769 Afterwards, to wit, on the 1st day of November, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

770 United States circuit court, district of Iowa. October term, 1875.
Monday, Nov. 1st, 1875.

FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL R. R. CO. OF IOWA.
No. 501. Eq.

This cause came on this day for hearing upon motion of D. N. Pickering, receiver of def't, for the confirmation of a contract entered into by and between the Grinnell and Montezuma R. R. Co. and the Central R

R. Co. of Iowa, on the 21st day of September, A. D. 1875, in regard to the construction and operation of a line of railroad from Grinnell to Montezuma, and the complainant appearing by Grant and Smith and consenting thereto, it was ordered that the said contract be and is hereby ratified and confirmed.

771 On the 13th day of May, the same being of the May term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

772 United States circuit court, district of Iowa. May term, 1875. Thursday, May 13, 1875.

THE FARMERS' LOAN AND TRUST CO., TRUSTEES,
vs.
THE CENTRAL R. R. CO. OF IOWA ET AL.
} No. 501. Eq.

It is ordered by the court, application having been made therefor, that a subpœna issue against the LeGrand Quarry Company, a citizen of the State of Iowa, Ole Oleson, a citizen of the State of Iowa, administrators of the estate of W. H. Moore, a citizen of the State of Iowa, whose decedent was also, when living, a citizen of said State;
773 C. M. Stewart, a citizen of the State of Iowa; Theron Finch, a citizen of the State of Iowa; Hugh Thornton, a citizen of the State of Iowa; Alfred Edson, a citizen of the State of Iowa; each and all of whom claim or are supposed to have judgments subsequent to the lien of the bondholders of the bonds of said Central R. R. Co. of Iowa, and mortgages given to secure the same, and that said subpœna be made returnable on the 1st Monday of July next, and that they severally be required to appear and plead to the bill on or before that date, or else a default will be entered against them and their rights will be forever barred and foreclosed.

It is further ordered that in case any of the persons named can-
774 not be found, and on return of the subpœna showing such fact, notice of the hearing of this suit, requiring them to answer as aforesaid, shall be published in the Daily Register, a newspaper published in the city of Des Moines, Iowa, for three successive weeks coming on the next day after return day in July next, and in case said parties so brought in by publication do not appear and plead by the 1st Monday of August next, that a decree pro confesso be taken against them on that day.

It is further ordered that Delano Smith, of Marshalltown, Iowa,
775 Edwin Willigood, and John Turner, of the same place, be made parties in this same case.

That a subpœna be issued requiring them to appear and show their interest, if any, in the property on which the bonds issued by defendant, the Central R. R. Co. of Iowa, is a prior lien and the mortgage deeds given to secure such bonds, and that in case such appearance is not entered and plea filed by the 1st Monday of July, 1875, that their default be entered.

(S'g'd) JOHN F. DILLON, *Judge.*

776 Afterwards, to wit, on the 9th day of June, 1875, there was issued from said clerk's office a subpœna in chancery in said cause, which said subpœna is in the words and figures following, to wit:

777 *Subpœna in chancery.*

UNITED STATES OF AMERICA,
District of Iowa, ss:

The President of the United States, to the LeGrand Quar'y Company Ole Oleson, administrators of the estate of W. H. Moore, deceased; C. M. Stewart, Theron Finch, Hugh Thorton, Alfred Edson, Delano Smith, Edwin Willigood, and John Turner:

We command you and each of you that you appear before the judges of the circuit court of the United States for the district of Iowa, at Des Moines, on the first Monday of July, it being the 5th day of July next (A. D. 1875), to answer to the bill of complaint of the Farmers' Loan and Trust Company, trustee, filed in the office of the clerk of said court, and then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being
778 pronounced against you by default.

To the marshall of the district of Iowa.

Returnable to the July rule-day, it being Monday, the 5th day of July, A. D. 1875.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the U. S., at Des Moines, this the 9th day of June, A. D. 1875, and of the Independence the 99th year.

[L. S.] (S'g'd) GEORGE B. CORKHILL,
Clerk U. S. C. C., District of Iowa.

MEMORANDUM.—The within named defendants are notified that unless they enter their appearance in the clerk's office of said court at Des Moines aforesaid on or before the day to which the above writ is returnable, as above stated, the complaint will be taken against them as confessed and a decree entered thereon accordingly.

[L. S.] (S'g'd) GEORGE B. CORKHILL,
Clerk U. S. C. C., District of Iowa.

779 Afterwards, to wit, on the 3d day of July, 1875, said subpœna was returned into said clerk's office and filed, which is in words and figures following, to wit:

780 I hereby appoint Geo. S. Hickox a special deputy to serve the foregoing writ.

(S'g'd) J. W. CHAPMAN,
U. S. Marshall, (Eth.)

I also served the LeGrand Quar'y Company by reading the within notice Howe, the ag't of said company, and giving to him a true copy thereof in Marshalltown, June 14th, 1875. The other def'ts not found in *any* district.

(S'g'd) J. W. CHAPMAN,
U. S. Marshall.
GEO. S. HICKOX,
Special Deputy.

This writ came into my hands for service on the 12 day of June, A. D. 1875, and I served the same on the within-named Edwin Willigood, John Turner, Delano Smith, Alfred Edson, and Hugh Thorton, by reading the same to them and each of them on the 14th day of June, 1875, and by delivering a true copy to each of them, except Edson, 781 served at Albion, at Marshalltown, in the county of Marshall and State of Iowa.

(S'g'd) J. W. CHAPMAN,
U. S. Marshal.
GEO. S. HICKOX,
Special Deputy.

Marshal's fees:

Mileage 85 miles	$5 10
Service on 6	$12 00
Copies	$3 00
	$20 10

(Endorsed:) (Orig.) No. 501. Subpœna in chancery. Circuit court of the United States, district of Iowa. Farmers' Loan & Trust Co., trustees, vs. The Central R. R. Co. of Iowa et al. Returnable to rule-day, first Monday in July, A. D. 1875. George B. Corkhill, clerk. Filed Jul. 3, 1875. George B. Corkhill, clerk.

782 Afterwards, to wit, on the 14th day of August, 1875, there was filed in said clerk's office an affidavit of publication, a true copy of which is as follows, to wit:

783 *Affidavit of publication.*

STATE OF IOWA,
Polk County, *ss:*

R. P. Clarkson, being sworn, says that he is a publisher of the Iowa State Register, a newspaper published in Des Moines, Polk County, Iowa, and that the notice of which the annexed is a printed copy was published in said Iowa State Register for six consecutive weeks, the first publication being on July 7th, 1875, and the last on the 11th day of August, 1875.

(S'g'd) R. P. CLARKSON.

Subscribed and sworn to by the said R. P. Clarkson, before me, this 14th day of Aug., 1875.

[SEAL.] W. W. PIERCE,
Notary Public.

(Endorsed:) Filed Aug. 14, 1875. George B. Corkhill, clerk.

784 *Notice.*

The following order was made by the United States circuit court, at the May term thereof, 1875:

United States circuit court, district of Iowa. May term. Thursday, May 13, 1875.

THE FARMERS' LOAN AND TRUST CO., TRUSTEES,
vs.
THE CENTRAL R. R. CO. OF IOWA ET AL.
} In chancery.

It is ordered by the court, application having been made therefor, that a subpœna issue against the Le Grand Quarry Company, a citizen of the

Stateof Iowa; Ole Oleson, a citizen of the State of Iowa, administrator of the estate of W. H. Moore, a citizen of the State of Iowa, whose decedant was also, when living, a citizen of said State; C. M. Stewart, a citizen of the State of Iowa; Theron Finch, a citizen of the State of Iowa; Hugh Thornton, a cit'zen of the State of Iowa; Alfred Ed-
785 son, a citizen of the State of Iowa, each and all of whom claim or are supposed to have judgments subsequent to the lien of the bondholders of the bonds of said Central R. R. Co. of Iowa, and mortgages given to secure the same, and that said subpœna be made returnable on the first Monday of July next, and that they severally be required to appear and plead to the bill on or before that date, or else a default will be entered against them, and their rights will be forever barred and foreclosed. It is further ordered, that in case any of the persons named cannot be found, and on the return of the subpœna showing such fact, notice of the hearing of this suit requiring them to answer as aforesaid shall be published in the Daily Register, a newspaper published in the city of Des Moines, Iowa, for three successive weeks, coming on the next day after return day in July next, and in case said parties so brought in by publication do not appear and plead by the
786 first Monday of August next, that a decree pro confesso be taken against them on that day. It is further ordered that Delano Smith, of Marshalltown, Iowa, Edwin Willigood and John Turner, of the same place, be made parties in this case.

That a subpœna be issued requiring them to appear and show their interest, if any, in the property, on which the bonds issued by defendant, the Central R. R. Co. of Iowa, is a prior lien, and the mortgage deeds given to secure such bonds, and in case such appearance is not entered and plea filed by first Monday of July, 1875, their default be entered.

(Signed) JOHN F. DILLON, *Judge.*

A true copy. Attest:

GEORGE B. CORKHILL,
Clerk U. S. Circuit Court, District of Iowa.

787 Afterwards, to wit, on the day of July, 1875, there was filed in said clerk's office a præcipe for appearance, a true copy of which is as follows:

788 *Præcipe for appearance.*

In United States circuit court, district of Iowa.

FARMERS' LOAN AND TRUST CO., PLAINTIFF,
vs.
CENTRAL R. R. CO. OF IOWA, E. AL, DEFENDANT.
} No. July rule day.

The clerk of said court will please enter my appearance for Edwin Willigood, Delano T. Smith, John Turner, defendants in above cause.

(S'g'd) P. M. SUTTON,
Solicitors for said Defendants.

789 Afterwards, to wit, on the 2 day of August, 1874, E. Willigood, John Turner, Delano T. Smith, 'by their att'ys, filed in said clerk's office their answer in said cause, which said answer is in the words and figures following, to wit:

790 *Answer of E. Willigood, John Turner, and Delano T. Smith, under subpœna.*

In the circuit court of the United States in and for the district of Iowa, in said circuit.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Come now the above respondents and answer under subpœna of this honorable court as follows:

That as trustees for the city of Marshalltown, and the citizens of Marshall Township, Marshall County, Iowa, they claim the right of ownership to certain lands in said Marshall Township, conveyed to the Central Railroad Co. of Iowa, by a special warranty deed in writing, a copy of which said deed is hereto attached, marked "Exhibit A," and made a part hereof, said conveyance being a conditional one upon the building of certain repairs and machine shops named in same deed,
791 on or before Jan'y 1st, 1873, by said R. R. Co., which condition said R. R. Co. has failed to perform.

(S'g'd) P. M. SUTTON,
Att'y for Respondent.

I, P. M. Sutton, council for respondent in the above answer, do hereby certify that the facts as stated in the said above answer are true, as I verily believe, and that the same is made in good faith, and not for hindrince or delay.

(S'g'd) P. M. SUTTON,
Of Counsel.

EXHIBIT A.

Know all men by these presents that we, John Turner, Delano T. Smith, and Edward Willigood, of the city of Marshalltown, county of Marshall, and State of Iowa, trustees, holding in trust the lands hereinafter described and conveyed, for the citizens of said city and
792 vincinity, for the uses and purposes herein shown and expressed, in consideration of the sum of one dollar to us paid by the Central Railroad of Iowa, and of the performance upon the part of said Central Railroad Company of Iowa, its successors and assigns, of the terms and conditions hereinafter mentioned and contained, to be kept and performed by said company, its successors and assigns, have given, granted, conveyed, and confirmed, and do by these presents give, grant, convey, and confirm unto said Central Railroad Company of Iowa, its successors and assigns, subject to the reservations and conditions hereinafter mentioned, all our right, title, and interest in and to the lots, tracts, and parcels of land, situate in the county of Marshall aforesaid, described as follows, viz: All of block No. one (1), all of block No. two (2), all of block No. five (5), and the following, commencing one hundred and twelve (112) feet and four (4) inches south from the southwest corner of lot
793 No. eight (8), in block No. one (1), in Glick and Willigood's addition to Marshall; thence running north forty-six (46) feet and four (4) inches; thence east fifty-two (52) feet and two (2) inches; thence in a southwesterly direction to the place of beginning. All of the above-described lots and tracts of land being in Glick and Willigood's addition to Marshall, as shown by the recorded plat of said addition.

Also the following, to wit: Commencing four hundred and twenty-six
(426) feet south of the northeast corner of the northeast quarter of the
southwest quarter of section No. thirty-five (35), township No. eighty-
four (84) north, and range No. eighteen (18) west, of the 5th principal
meridian, to a point op'osite of N. E. corner of the fence on N. line of
Brown and Williams' land, running thence south two hundred and fifty-
one and one-half (251½) feet; thence west five hundred and twenty-
one and one-half (521½) feet; thence north one hundred and
794 fourty-six and one-half (146½) feet; thence north forty-eight and
one-half (48½°) east (var. 9° 45′), one fifty-eight (158) feet;
thence east four hundred and three and one-third (403⅓) feet to place of
beginning (subject to right of highway as now used), containing two
acres $\frac{612}{1000}$; also all that part of lots one (1), two (2), three (3), four (4),
and five (5), in Anson's subdivision of the west half of the southeast
quarter of section No. thirty-five (35), lying north of Linn Creek, and
the north half of lots six (6), seven (7), and eight (8), in said subdivision,
all in township No. eighty-four (84) north, and No. eighteen (18) west,
of the 5th principal meridian, according to the recorded plat of said sub-
division; also all that portion of the south half of the northeast quarter
of section No. thirty-five (35), in township No. eighty-four (84) north,
and range No. eighteen (18) west, of the 5th principal meridian, lying
south of Blair's addition to the town of Marshall, the same having
795 been conveyed by the Blair Town Lot and Land Company to said
Turner, Smith and Willigood by deed dated July 25th, A. D. 1871,
subject to the following conditions, to wit:

The above land is conveyed for the purpose of being used by the
Central Railroad of Iowa for machine and repair shops at Marshall, and
if not so used within two (2) years from date hereof, or if said co. ever
abandon said land or ceases to use it for the purposes aforesaid, then
said land is to revert to said grantor by refunding the purchase-money.
To have and to hold the same with all the appurtenances thereunto be-
longing, or in any wise appertaining unto the said Central Railroad
Company of Iowa, its successors and assigns forever, subject, however,
to the conditions and terms hereinafter contained, provided always that
said Central Railroad Company of Iowa shall on or before the first day
of January, A. D. 1873, erect on said lands at least one round house of
at least eighteen (18) stalls for engines, one foundry, one black-
796 smith shop, one locomotive repair shop, and one car repair shop,
all of brick or stone, and their necessary equipments and append-
ages, and such other buildings as are requisite to constitute the same
the central and principal shops of said company for repairing cars, coaches,
and locomotives for the use of said road and said company, its successors
and assigns, shall keep up and maintain said shops and buildings, and
use the same at said Marshalltown, and make said Marshalltown, the
terminus of one division of the railroad of said company for the spaces of
one hundred (100) years from and after the completion of said buildings,
and if said company or its successors or assigns shall, during said pe-
riod of one hundred years, manufacture or construct either cars, coaches or
locomotives for the use of said road, such cars, coaches and locomotives
shall be manufactured and constructed upon said lands or other lands
contiguous thereto; and in case said Central Railroad Company,
797 its successors or assigns, shall fail or neglect to keep and perform
said conditions, and to do and perform said acts within the time
in the manner, and according to the terms aforesaid, or shall cease to
use said lands, buildings, equipments and appendages for the purposes
aforesaid, or shall remove the same from said Marshalltown, or erect

or maintain such buildings and appendages, as the principal machine foundry and car and locomotive repair shops, for the use of said Central Railroad Company of Iowa, its successors and assigns, at some other point on said road elsewhere than at the city of Marshalltown aforesaid, at any time within the space of one hundred (100) years as aforesaid, the title of said lands with all and singular the buildings, improvements and equipments appurtenant thereto shall, upon such default, be and become the property of the city of Marshalltown, Iowa, in trust for school or manufacturing purposes or both at the discretion of the proper authorities of said city of Marshalltown, Iowa, and all right, title, 798 and interest of said Central Railroad Company of Iowa, its successors and assigns, in and to the same, shall be and become extinguished and void to all intents and purposes, excepting only as to such lands as may have been conveyed to other parties as hereinafter provided. And the said trustees do covenant, by and with the second party (anything to the contrary herein notwithstanding), that they, the said first party or a majority of them, will, if then residing in said county of Marshall, on request of the president of the said Central Railroad of Iowa, join with the second party in an absolute conveyance, or make a separate conveyance, releasing all conditions herein of any portion of the foregoing real estate not to exceed three (3) acres to any one party or person, conveying to any person or persons, company or corporation, all right, title and interest now vested in said trustees, and not hereby conveyed to said Central Railroad of Iowa, to said portion or amount of land, provided such person, or company, or corpora- 799 tion binds itself with sufficient and satisfactory guarantees to erect or construct, within a reasonable time thereon, such improvements, buildings, machinery factories or manufactories of a value (exclusive of the real estate) of not less than five thousand ($5,000) dollars as shall be of permanent material and substantial advantage to the said city of Marshalltown in respect to its public interests.

In case of the absence from said county of Marshall of a majority of said trustees, or inability of a majority of them to act in this regard, then the common council of the city of Marshalltown, by proper ordinance or other competent proceeding may, and are hereby, empowered and authorized to join the second party and its successors in such absolute unconditional conveyance, or to make a separate deed, conveying all contingent interest, right and title whatsoever, not hereby vested in said second party, and if said railroad company of Iowa, its 800 successors, assigns or lessees shall erect any building or buildings for manufacturing purposes, or if said railroad company shall bind itself with satisfactory securities, within a reasonable time, to build such manufacturing establishments, or cause the same to be done, other than such as are embraced in the general and principal car, coach and locomotive repair and manufacturing shops of said company, its successors and assigns, and such other buildings as properly appertain thereto, then the said trustees, if living in said county, hereby covenant, on demand of the president of said company, to convey all right and title contingent or otherwise still vested in them to said railroad company, and in case of the absence of a majority of them or of their inability to act, then the said common council is hereby empowered and authorized to so convey, provided that in the opinion of a majority of said trustees, or of the common council aforesaid, said build- 801 ing or buildings are, or will be, of permanent and substantial advantage to said city, and that an unnecessary quantity of land is not required.

It is further provided, however (anything herein to the contrary notwithstanding), that said trustees or common council shall in no case be required to make any deed or release whatsoever until after said second party shall have erected the buildings and performed all the conditions on its part as herein contemplated to be done on or before the first day of January, A. D. 1873.

And the said John Turner, Delano T. Smith, and Edward Willigood, each for himself, hereby covenants that he has in no manner encumbered said premises; that he conveys hereby all title and interest received by him in pursuance of said trust, excepting as herein set forth, and that he will forever warrant and defend the premises against all per-
802 sons lawfully claiming the same or any part thereof by, under, or through him.

And for the purpose of vesting said lands according to the true intent and meaning hereof in Central Railroad Company of Iowa, its successors and assigns, free from the apparent cloud upon the title by reason of said lands having been conveyed to said John Turner, Delano T. Smith, and Edward Willigood in their private and individual names, we, M. P. Turner, wife of the said John Turner, Mettie P. Smith, wife of the said Delano T. Smith, and Catherine Willigood, wife of the said Edward Willigood, hereby severally relinquish all the dower and right of dower which we severally have or appear to have in said premises.

The acceptance of this, with its conditions and requirements, is deemed to be and is an acknowledgement by the party of the second part that it covers and includes all the land that is and shall be required of
803 the people of Marshall Township and the city of Marshalltown for all shops and other buildings herein above referred to, and is so understood at the time of the delivery hereof.

I' witness whereof we have hereunto set our hands this seventh day of October, A. D. 1871.

(S'g'd)

JOHN TURNER.
M. P. TURNER.
DELANO T. SMITH.
METTIE P. SMITH.
EDWARD WILLIGOOD.
CATHERINE WILLIGOOD.

[Int. revenue, $5. Covenancy. J. T., M. P. T., D. T. S., M. P. S., E. W., C. W. October 7th, 1871.]

[Int. revenue, $5.00. Covenancy. J. T., M. P. T., D. T. S., M. P. S., E. W., C. W. October 7, 1871.]

[Int. rev., $3.00. J. T., M. P. T., D. T. S., M. P. S., E. W., C. W. October 7, 1871.]

STATE OF IOWA,
Marshall County, ss:

Be it remembered that on the ninth day of October, A. D. 1871, before the undersigned, a notary public in and for said county, came John Turner, M. P. Turner, Delano T. Smith, Mettie P. Smith, Edward
804 Willigood, and Catherine Willigood, to me personally known to be the identical persons whose names are subscribed to the foregoing deed as grantors, and acknowledged the instrument to be their voluntary act and deed, and that they executed the same for the purposes therein expressed; as witness my hand and seal notarial the day and year last above written.

[SEAL.] (Signed) MYRON W. SCOTT,
Notary Public.

COLLECTOR'S OFFICE, SIXTH DISTRICT,
Marshalltown, Iowa, October 12th, 1871.

This is to certify this instrument was presented to me for decision as to the amount of stamp required on said instrument, and that the amount agreed upon by the parties, to wit, $13.00, is fully sufficient, all fulfills all the requirements of the revenue-stamp act of the U. S.

[SEAL.] (S'g'd) T. E. McCRACKEN,
Collector 6th District Iowa.

805 (Endorsed:) John Turner, Delano T. Smith, Edward Willigood, and wives, to the Central Railroad of Iowa. Special warranty deed.

STATE OF IOWA,
Marshall Co.:

Entered for taxation Oct. 13, 1871.

J. BURNHAM,
Auditor.

STATE OF IOWA,
Marshall Co.:

Filed for record Oct. 13, A. D. 1871, at 9² o'clock a. m., and recorded in book 36, page 392.

F. M. THOMAS,
Recorder.

(Endorsed:) The Farmers' Loan and Trust Co. vs. The Central R. R. of Iowa. 501. Answer of E. Willigood, John Turner, Delano T. Smith, under subpœna. Filed Aug. 2, 1875.

GEORGE B. CORKHILL, *Clerk.*

806 On the same day, to wit, Aug. 2, '75, G. W. Mayberry, administrator, &c., by his att'ys, filed in said clerk's office his appearance in said cause, a true copy of which is as follows, to wit:

807 In United States circuit court, district of Iowa.

THE FARMERS' LOAN AND TRUST CO., PLAINTIFF,
vs.
THE CENTRAL RAILROAD OF IOWA ET AL., DEFENDANT.
No. . August rule day.

Præcipe for appearence.

The clerk of said court will please enter our appearence for G. W. Mayberry, administrator of W. H. Moore, dec'd, defendants in above cause.

(S'g'd) BARCROFT, GIVEN & DRABELLE,
Solicitors for said Defendants.

(Endorsed:) F. L. & T. Co., 501, vs. Cent. R. R. Co. of Iowa. Filed Aug. 2, 1875. George B. Corkhill, clerk.

808 Afterwards, to wit, on the 31 day of August, 1875, G. W. Mayberry, administrator, &c., by his att'ys, and files his answer in said cause, which said answer is in the words and figures following, to wit:

809 *Answer of G. W. Mayberry, administrator of W. H. Moore, dec.*

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
and other defendants.

Comes now defendant G. W. Mayberry, administrator of the estate of W. H. Moore, dec., and represents to the court that he is a judgment creditor of the Central Railroad Company of Iowa. That on the 29th day of August, A. D. 1873, the said W. H. Moore obtained a judgment against said railroad company of Iowa in the district court of the State of Iowa in and for Mahaska County, for the sum of two thousand dollars and costs, for personal injuries sustained by him through the negligence of the agents and employees of the said Central Railroad Company of Iowa.

810 That said judgment is a prior and superior lien to the lien of all the plaintiffs herein under and by virtue of section 1309 of the code of Iowa of 1873, and under chapter 169 of the laws of the State of Iowa. That said defendant holds no collateral security of any kind for said judgment; that the said personal injuries were injuries to the body and phisical system of said W. H. Moore by the negligence of the agents of the Central Railroad of Iowa. And that said judg't stand affirmed in the supreme court of the State of Iowa.

An abstract of the judgment rendered in said cause duly certified by the clerk of said district court is hereto attached and herewith presented and made part hereof.

That said judgment has never been paid in whole or in part, and now stands unsatisfied and unreleased in the said district court of Mahaska County, Iowa, and drawing 6% interest from the said 29th day of August, 1873.

(S'g'd) W. S. KENWORTHY,
811 (S'g'd) BARCROFT, GIVEN AND DRABELLE,
(") JOHN F. LACY,
Att'ys for Defendant.

G. W. MAYBERRY,
Adm'r of Estate of W. H. Moore.

STATE OF IOWA,
Mahaska County:

I, W. S. Kenworthy, under oath depose and say that I am one of the attorneys for said defendant G. W. Mayberry, administrator of the estate of W. H. Moore; that I have read and am acquainted with all the facts set up in the foregoing answer; that from my own personal knowledge the allegations and things contained in the foregoing answer are true as I verily believe.

(S'g'd) W. S. KENWORTHY.

Sworn to before me and subscribed in my presence by the abovenamed W. S. Kenworthy this 30 day of August, A. D. 1875.

[SEAL.] (S'g'd) D. R. MOORE,
Clerk D. C.

812 (Endorsed:) W. H. Moore vs. The C. R R. of Iowa. Answer of G. W. Mayberry. Filed Aug. 31, 1875. George B. Corkhill, clerk. Kenworthy and Lacey, and Barcroft, Given and Drabelle, att'ys for def't.

813 In the district court of the State of Iowa in and for Mahaska County.

W. H. MOORE
vs.
CENTRAL R. ROAD OF IOWA.

Whereas W. H. Moore has commenced suit against the Central R. Road Co. of Iowa for damages, for injuries done me on the railroad of said company, claiming the sum of ten thousand dollars, and whereas the said W. H. Moore has executed a promissory note, dated March 22nd, 1873, and signed by said W. H. Moore and one Dolb, for the sum of seventy-eight dollars, payable to the order of H. R. Page fifteen months after date:

Now, I, W. H. Moore, to secure the payment of said note and interest, do hereby assign and set over to the said H. R. Page, as collateral security, all my right and interest in said judgment, when the same may be obtained, and all the right and interest I now have in said suit as
814 it now stands, and agree to prosecute said suit to final judgment.

Witness my hand this 4th day of April, 1873.

(S'g'd) WILLIAM H. MOORE.

Abstract from judgment docket, County, Iowa.

Judgment for.	Judgment ag't.	Date of judgment.			Damages.	Costs.	Per cent.	Fee-book.	Record.
		Month.	Day.	Year.					
W. H. Moore	Central R. Road of Iowa.	Aug.	29	1873	$2,000 00	$87 35	6 %	10 526	7 401 599 494 578 581 584 590

Memoranda.

The following notices of att'ys' liens and assignments appear of record. On fee-book No. 10, page 526, appear the following, to wit:

The whole amount of the above costs prepaid by me is thirty-three and $\frac{60}{100}$, which, for value received, I, this June 6th, 1874, I hereby assign to C. U. Searle.

(Signed) W. S. KENWORTHY.

815 We claim an att'ys' lein of one thousand dollars on this judgment. Sept. 6th, 1873.

W. S. KENWORTHY AND JOHN F. LACY.
Att'ys.

Attest:
C. U. SEARLE, *Cl'k.*

I hereby assign, for value received, to F. L. Downy, my interest in above judgment, said interest being seven hundred dollars.

Signed Sept. 17, 1873.

W. S. KENWORTHY,
Att'y.

For value received I hereby assign my interest in this judgment to L. H. Hale.

F. L. DOWNY.

I claim lein as an att'y for $300 of said one thousand dollars.
21 Feb., 1874.

JOHN F. LACY.

Attest:
G. W. WEEKS, *Deputy Cl'k.*

By virtue of an execution to me directed, in favor of M'r Fisher and against W. S. Kenworthy, I hereby levy against this att'ys' leiu, April 30th, 1874.

(S'g'd) M. E. BENNETT,
Constable.

816 STATE OF IOWA,
Mahaska County:

I, D. R. Moore, clerk of the district court in and for said county and State, do certify that the above is a correct abstract from the judgment docket in my office of judgment in favor of W'm H. Moore and against The Central R. R. Co. of Iowa.

Witness my hand and seal of said district court this 30 day of August, A. D. 1875.

[SEAL.] (S'g'd) D. R. MOORE,
Clerk,
By —— ——,
Deputy.

(Endorsed:) Form 106. Transcript of judgment. Mahaska County. W'm H. Moore vs. The Central R. R. Co. of Iowa.

817 On the 25th day of January, 1875, there was filed in said clerk's office petition of E. L. Barton et al. for receiver to pay fees, with the order of court endorsed thereon, a true copy of which is as follows, to wit:

818 FARMERS' LOAN & TRUST CO. (TRUSTEE) et al.
vs.
CENTRAL RAILROAD OF IOWA.

AT CHAMBERS, *Jan'y* 21, 1875.

819 This day E. L. Burton and W'm McNett petition the court for an order directing the receiver to pay to them the sum of three hundred dollars for services rendered to the def't, the R. R. Company, as att'ys, and the further sum of twenty-six and $\frac{75}{100}$ dollars, fees paid to witnesses in cases against said railroad company, defendant; and upon consideration thereof it is ordered that the said petition be allowed, and that the receiver pay said sums as prayed.

(S'g'd) JOHN F. DILLON,
Judge.

820 Judge DILLON:

M'r Pickering has shown us his bond. We see no objections to it in your court. The attorneys' names for the corporation are to it. We do not object on that ground. The affidavits show the bond sufficient. M'r Pickering wants an order to pay and receive railway balances with connecting roads. We see no objection to that. An attorney's bill for damages and witness fees is claimed against him. That suit was for personal damages, and we suppose take precedence of the mortgage, and if that is so, the bondholders ought not to object to an attorney's or witness fees.

(S'g'd) GRANT AND SMITH,
For Trustees.

In the circuit court of the United States, district of Iowa.

In the matter of the application of E. L. Burton and W'm McNett for an order directing D. U. Pickering, receiver, &c., to pay attorneys' fees. In chambers.

821 We, E. L. Burton and W'm McNett, being duly sworn, say that we reside and practice law in Ottumwa, Iowa, and that we were employed by the Central Railroad Company in an action for damages for personal injuries in the district court of Wapello County, Iowa, wherein one Walter G. Owens, by his next friend, was plaintiff, and said company was defendant, our employment in the case dating from about October, 1873.

That at the August term, 1874, of said court said cause was tried to a jury, resulting in a judgment of one thousand dollars and costs against defendant, and from which no appeal has been taken by either party.

We further say that our joint services in said cause are reasonably and justly worth the sum of three hundred dollars, which has been due since September, 1874, and is wholly unpaid.

We therefore ask an order directing and empowering D. N.
822 Pickering, receiver, &c., to pay said sum out of any funds belonging to or coming into the ownership of said company.

(S'g'd) E. L. BURTON.
W'M. McNETT.

Subscribed and sworn to before me by said E. L. Burton and W'm McNett this 15th day of January, A. D. 1875.

[SEAL.] (S'g'd) JOHN V. WINGATE,
Notary Public.

STATE OF IOWA,
Wapello County, ss:

I, L. M. Godley, clerk of the district court of said county and State, do hereby certify that in the case of Walter G. Owens, &c., vs. The Central Railroad Company of Iowa, tried at the August term, 1874, of said court, the following witness', on behalf of defendant, are entitled, as appears of record, to the following witness fees now unpaid:

823	John D. Kirkpatrick	$2 85
	T. B. McDonald	1 20
	Joseph Ray	11 35
	Rebecca Ray	11 35
	Total	$26 75

In witness whereof I have hereunto subscribed my name and affixed the seal of said court, at Ottumwa, Iowa, this January 15th, 1875.

[SEAL.] (S'g'd) L. M. GODLEY,
Clerk District Court.

Fee, cert., 50c.

(Endorsed :) In U. S. circuit court, district of Iowa. Matter of application of E. L. Burton, W'm McNett, et als., for an order to receiver to pay fees. Order made to pay the within by the receiver when in funds, Jan'y 21, 1875.

Let clerk draw up and enter order accordingly.

(S'g'd) JOHN F. DILLON, *Judge.*

Filed Jan. 25, 1875.

GEORGE B. CORKHILL, *Clerk.*

824 On the 9th day of March, 1875, there was filed in said clerk's office the claim of Forsha & Irwin, a true copy of which is as follows, to wit:

825 In the circuit court of the United States, district of Iowa.

In the matter of the application of Forsha and Irwin for an order directing D. N. Pickering, receiver, to pay account for supplies delivered. —In chambers.

I, Alexander L. Forsha, one of the firm of Forsha and Irwin, being duly sworn, say that we reside and do business in the town of Glenwood, Missouri, and that we furnished the supplies enumerated in the accompanying account to the Central Railroad of Iowa, upon order of said D. N. Pickering; we further say that the above bills are due and wholly unpaid. We further ask an order directing and empowering D. N. Pickering, receiver, to pay said sum out of any funds belonging to and coming into the ownership of said company.

(S'g'd) ALEXANDER L. FORSHA.

826 Subscribed and sworn to before me and in my presence by Alexander L. Forsha this February 4, 1875, as witness my hand and seal notarial.

[SEAL.] (S'g'd) R. E. SEARS,
Notary Public, Marshall Co., Iowa.

The Central Railroad Company of Iowa in ac. with Forsha and Irwin.

1874.	DR.			
Feb'y 26.	To 10,000 track ties, @ 32c.	3,200		
	Less 2 %, for cash	64		
			3,136	
Mc'h 11	" 10,000 track ties, @ 32c	3,200		
	Less 2% for cash	64		
			3,136	
" 21.	" 10,000 track ties, @ 32c.		3,200	
" 21.	" " " " " "		3,200	
" 31.	" " " " " "		3,200	
April 24.	" 9,500 " " " "		3,040	
1874.	CREDIT.			
Feb'y 26.	By cash			3,136
28.	" "			3,136
M'ch 12.	" bills payable 90 days, due June 10, 13, '74			2,400
" 12.	' " " 15 " " M'ch 27, 30			800
827 M'ch 19.	" " 15 " " Apr. 3, 6			800
" "	" " 90 " " June 17, 20			2,400
M'ch 26.	By " " 15 " " April 10, 13			800
" 26.	" " " 90 " " June 24, 27			2,400
April 13.	" " " 15 " " April 28, 1 May			760
" "	" " " 90 " " July 7, 10			2,280
			18,912	18,912

1875.	Dr.	
Feb'y 4.	To b. p. due June 24-27, '74, unpaid	2,400
" "	" July 7-10 "	2,280
	To balance due on a/c	4,680

E. O. E.

(Endorsed:) In cir. c't of U. S., dist. of Pa. F. L. & P. Co. vs. I. C. R. R. Co. Affidavit, a/c, & claim of Forsha & Irwin. Filed Mar. 9, 1875. George B. Corkhill, clerk.

828 Afterwards, to wit, on the 14th day of May, 1875, the same being of the May term of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

829 United States circuit court, district of Iowa, May term, 1875.

Farmers' Loan and Trust Company, trustee,
vs.
The Central R. R. Iowa.
} No. 501. Eq.

In this cause, as to the claims of Forsha and Irwin for ties, and other parties for cars & locomotives which were sold to the said company, the title to remain in the vendors until the property was fully paid, it is ordered that the same be referred to George G. Wright, or if he will not act, then to John N. Rogers, as special master, to examine and report upon the rights and equities of the respective parties upon
830 a hearing to be had before him at any time, upon ten days' notice by the claimants to the solicitors of trustees and bondholders, and said master is directed to report by the first day of the next term of this court. Copy of this order to be sent to att'ys of claimants without delay.

(Signed) JOHN F. DILLON, *Judge.*

831 Afterwards, to wit, on the 12th day of October, 1875, George G. Wright, referee in said cause, filed his report; a true copy of which is as follows, to wit:

832 In the circuit court of the United States, district of Iowa. October term, 1875.

Farmers' Loan and Trust Co.
vs.
The Central R. R. of Iowa.

Under the order of reference made by this court at the last May term, the claimants, Forsha & Irwin, as also the plaintiffs by their attorneys, appeared before me after due notice on the 15th of September, and submitted the same upon the record and the annexed agreed statement of facts (A), and after agreement the same was taken under advisement, and I now find the following facts with my conclusions thereon:

First. The railroad co. made its mortage in 1869 to secure a certain indebtedness, amount not necessary to state, to plaintiff, which
833 mortgage, among other things, covered "the net income of the said party of the first part (the Central R. R. Co. of Iowa), during the continuance of this trust, and also contained the provisions follow-

ing: The railroad co. was to have the possession and management of the road and property so long as no default was made in the payment of either principal or interest of the bonds secured *in* by said mortgage.

2. In case of default the trustee was given power to take control of the road, to have, hold, use, and enjoy the same, and from time to time make all repairs and replacements and all useful alterations and improvements thereto as fully as the party of the first part might have done before such entry.

834 3. Out of the moneys received from the tolls, freights, &c., in case of default or sale, the trustee has power and it was made his duty among other things to pay all expenses of repairs, replacements, alterations, additions, and improvements.

Second. Plaintiff claiming that the company was in default, asked a judicial foreclosure as provided in the mortgage, and also the appointment of a receiver, and accordingly this court in October, 1874, appointed D. A. Pickering provisional receiver to take charge of the property, income, profits, and earnings of said railroad, with power, among other things, to pay out of the income & earnings no other debt or expenses without special order, except such as belong to and
835 come within the category and character of "operating expenses of the said road."

After this, on the 7th of January, 1875, said Pickering was continued as receiver with full powers to hold subject to the further order of this court. He was empowered to take full charge of all the property, &c., of the road, and that he "pay out of the incomes, receipts, and earnings of the road no debts or expenses of any kind without special order, of which plaintiff shall have notice, except such as shall become due, belong to, and come within the category and character of operating expenses of said road, and that no operating expenses made prior to the 1st day of December last (1874) shall in any event be paid except by such special order."

836 Third. I find that claimants Forsha and Irwin furnished ties to the number and of the value claimed, and that there was due them on the 27th of June, 1874, $2,400, and on the 10th of July of the same year the further sum of $2,280, making in the aggregate the sum of $4,680.

I also find that these ties were furnished under a valid contract made in the spring of 1874; that they were furnished to repair said road, were necessary for this purpose, and were actually used in making such repairs. I find further that without the repairs thus made the road could not have been operated, and that no more ties were thus *purchased and used* than were thus necessary to run the road and protect the property.

837 It is also shown and I find that the purchase of those ties and the repair of the road inured to the benefit of the bondholders as well as the company, and that the receiver would have been compelled to make the expenditure after his appointment by this court for the protection of the interests of the bondholders as well as of the company.

Upon these facts I find as matter of law that the debt thus contracted was for a purpose in no manner in conflict with the rights of the bondholders under and by virtue of the terms of their mortgage; that said ties were used to repair said roads, replace what has been lost or become defective by the ordinary and proper use of said road as con-

838 templated by said mortgage, and that it is one of those debts, therefore, for which a special order should be made.,

I accordingly recommend such special order for the payment of the said claim of said Forsha & Irwin, amounting, as I find, with interest at 6 per cent. on $2,400.00 from June 27th, 1874, and a like interest on $2,280.00 from July 10th, 1874, to this date, to the sum of five thousand and thirty-seven dollars ($5,037.00), and that they recover their costs in and about the prosecution of this case expended.

The undersigned further reports that besides this no other matter or thing covered by said reference has been submitted for his examination or decision.

All of which is submitted.

839 (S'g'd) GEO. G. WRIGHT, *Referee.*

Fees of referee: Hearing, examining & determining, $100.00.

840 (A.)

In the U. S. circuit court, district of Iowa.

FARMERS' LOAN AND TRUST COMPANY, TRUSTEE,
vs.
THE CENTRAL RAILROAD OF IOWA.

In the matter of Forsha and Irwin, claimants for allowance and payment of claim for ties furnished. It is agreed the facts are as follows:

1st. That under a contract entered into in the spring of 1874, by and between D. N. Pickering, sup't of said railroad co., and said Forsha and Irwin, that said Forsha and Irwin furnished railroad track ties to repair the said railroad during the months of April, May, June & July, 1874, some sixty thousand in number, at and for the price of thirty-two cents each, loaded in said company's cars at or near Glenwood, 841 Missouri; that said ties went into and were used in repairing the said track during the dates aforesaid; that said price was reasonable and just.

2nd. That in the condition of the track of said road at the dates aforesaid the ties were absolutely necessary in operating the road, and that said road could not have been operated with any safety without them. That many ties in the road had decayed and broken, and to replace them was essential in operating the road. That no more ties were purchased and used than was necessary.

It is agreed that said D. N. Pickering made special promises that said ties would be paid for, as it was generally understood the railroad company at the time was in default in the payment of interest 842 on its bonded debt and had been for more than a year prior, and upon the special promise and inducements held out by said Pickering these ties were furnished.

It is agreed that nearly the entire benefit and use of said ties enured to the use of the receiver and bondholders. The receiver being appointed and taking charge said of road in the month of October of said year, and that unless the said ties had been previously furnished and placed in the road the receiver would have been compelled to have expended money out of the earnings or otherwise for their purchase.

It is agreed that said ties were good oak, and such ties will ordinarily last from seven to eight years.

That this is the only claim for ties furnished in repairing the road, prior to the appointment of receiver, unpaid.

843 That the balance due on said contract as shown by acceptances falling due June 27, 1874, $2,400.00, and other falling due July 10, 1874, $2,280; total, $4,680.

That these are the facts in this case as stated by D. N. Pickering, present receiver, and we agree to submit this statement as the evidence before Hon. George G. Wright, special master, to determine the equities and rights of the respective parties.

Witness our hands this 14th day of September, A. D. 1875.

(Signed) FORSHA & IRWIN,
P'r F. T. HUGHES, *Att'y.*
(") GRANT & SMITH,
For Trustees.

(Endorsed:)

Farmers' Loan & Trust Co. vs. C. R. R. of Iowa. Evidence in case of Forsha & Irwin, claimants.

844 501. Eq. Far. Loan & Trust Co., vs. Central R. R. Co. of Iowa. Report of referee on claim of Forsha & Irwin. Filed Oct. 12, 1'75. Geo. B. Corkhill, clerk.

845 Afterwards, to wit, on the 14th day of October, 1875, the complainants, by their attorneys, file their exceptions to the master's report in said cause; a true copy of which is as follows, to wit:

846 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY, complainants,
vs.
THE CENTRAL R. R. COMPANY OF IOWA, defendants.

Now comes the complainants in the above-entitled cause and except to the conclusions of law founded by the master in his report upon the claim of Forsha and Irwin for ties furnished the defendant, which said ties are found by the said master to have been furnished the defendant prior to the taking possession thereof by the receiver. Complainants deny that as a matter of law that the debt created by the purchase of said ties prior to the taking possession of the said road by the
847 receiver is not in conflict with the rights of the bondholders under and by virtue of the terms of said mortgage, and that it is a debt for which a special order should issue, deny that under the facts stated the claimants Forsha and Irwin are entitled to a prior lien over the mortgage bondholders, and except to the report of the said master so finding, and ask the court that the matters of law found by the said master be set aside and disregarded, and a decree rendered in favor of the complainants in said cause, declaring the lien of the said claimants junior and inferior to that of the said mortgage.

(S'g'd) GRANT & SMITH,
Sol's for Complainants Trustees.

(Endorsed:) Farmers' Loan and Trust Company vs. The Central R. R. of Iowa. Exceptions to the report of the master as to the claims of Forsha and Irwin. Filed Oct. 14, 1875. George B. Corkhill, clerk. Grant and Smith sol's for trustee.

848 Afterwards, to wit, on the 1st day of November, 1875, the same being of the October term of said court, there appears in the

records of the proceedings thereof in said cause the following entry to wit;

849 United States circuit court, district of Iowa, October term, 1875.
Monday, Nov. 1, 1875.

FARMERS' LOAN AND TRUST CO. OF NEW YORK
vs.
CENTRAL R. R. CO. OF IOWA.
} No. 501. Eq.

This day came on for hearing of complainant to report of G. G. Wright, special master, and the court having heard argument of counsel thereon takes same under advisement until adjourned term in January next. In meantime it is ordered that the receiver of pay to G. G. Wright, the special master, the sum of one hundred dollars as his fee, the same to be taxed as the court may hereafter order.

850 On the 9th day of March, 1875, C. T. Reynolds & Co., by their atty's, filed in said clerk's office their petition for allowance of claim in said cause, which said petition is in words and figures following, to wit:

851 EXHIBIT A.

CHICAGO, *February* 8, 1875.

Central R. R. of Iowa. Bought of C. T. Reynolds & Co., 21 *Lake street.*

[Terms cash. After getting a receipt in good order our responsibility ceases. We can not guaranty the safe delivery of our goods.]

C. H. Cutler, resident partner, Chicago.
No. . Book . Page .
Salesman .

[Importers, manufacturers and jobbers in paints, oils, colors, varnishes, artists,' architects' & painters materials, white leads and zincs, railway supplies. Stores and factories 106 & 108 Fulton st., New York. 21 Lake st., Chicago. Paint, color & white lead works, Brooklyn, N. Y. Varnish, vermilion and carmine factories, Bergen Port, N. J. Brush factory, New York Ci y.]

As per order of inst. Shipped on your account and risk by .

8	1874.			
Sept. 11.	½ bbl. Ray Eng. v'sh, 23½ g. @ 3.75		88 13	
‡1074.	1 " Alexander's 4 acc. paint		1 75	
	44 g. " 1.50		66 00	
				155 88
Oct. 21.	1 " turpentine, 45½ g. " .44		20 02	
‡1051.	1 " Coa Japan, 45 g. " 1.25		56 25	
	10 gall's im't Eng. W. B. v'sh " 4.25		42 50	
	Can		1 75	
	10 " rubbing v'sh, 3.75		37 50	
	Can		1 75	
	1 " Japan gold size, $3.00; can, .3		3 38	
	10-1 Ind. red, c. c. @ 40	4.00		
	2-1 ultra blue c. c., @ 1.00	2.00		
	5-1 b't umber " " .35	1.75		
	5-1 " sienna " " .37	1.85		
	2-1 Prus. blue " " 1.25	2.50		
		12.10		
	15 %	1.81		
			10 29	

	200 ℔s. S. P. Head, @	.10	20 00	
	5 " Chat. Lake, dry	.50	2 50	
	10 " Eddy's lampblack	.26	2 60	
	10 " gue Chi. green m., dry	.18	1 80	
	50 " L. scar. vum	.19	9 50	
	10 " whiting	.01½	15	
	10 " pow'd pumice stone	.04	40	
	1 bbl. sal. soda, 265 ℔s	.03¾	9 94	
				220 33
	" 1 doz. ‡5000 gold bronze, ¾ ℔., @ 11 oz	8.25		
‡1051.	½ No. 6 ex. f'ch sash, " 35 o	1.75		
853	Oct. " ½ dz. 6-0 ex. glass p't b'sh, 39.50	19.75		
		29.75		
	50 %	14.87		
			14 88	
	½ " 14-in. feather duster, @ 45.00	22.50		
	30 %	6.75		
			15 75	
	1 " chamois skins, "C," 2-5 kip @	16.00	6 40	
	2 pack's usual gold leaf "	7.90	15 80	
	Am'ts carried for'd		52 83	376 21
Oct 21.	Am'ts bro't forward		52 83	376 21
‡1051.	5 dz. oil tubes, eng., @ 1.50	7.50		
	1 " verm. "	2.70		
		10.20		
	15 %	1.53		
			8 67	
	¼ " ea. act. red sable b'shs r'd, 8 2.20, 10 2.80, 11 3.10, 12 3.45		2 89	
	½ " ea. 1 & 2 in. sable color b'shs, 18 in., @ .60		10 80	
	¼ " x fine sable stripping, ‡8, 7.20		1 80	
	½ " 1-0 blind b'shs, 650		3 25	
				80 24
Nov. 4.	2 boxes D. F. glass, 20x26, @ 24.00	48.00		
‡1096.	2 " " " 20x24, " 24.00	48,00		
	1 " " " 18x22, " 24.00	24.00		
	1 " " " 12x24, " 19.25	19.25		
	1 " " " 14x18, " 19.25	19.25		
		158.50		
851	50—5%	83.22		
			75 28	
	1 " Am. " 12x16 @	14.00		
	1 " " " 9x14 "	13.00		
		27.00		
	60 %	16.20		
			10 80	86 08
Nov. 7.	8 ℔s. ultra blue c. c., @ 100	8.00		
‡1051.	15 %	1.20		
				6 80
				549 33

STATE OF ILLINOIS,
County of Cook, ss :

Charles H. Cutler, being duly sworn, deposes and says he is one of the firm of C. T. Raynolds & Co.; that the above account of five hundred forty-nine & $\frac{33}{100}$ against the Central Railroad of Iowa is just and true; that the same is now due, and that no part thereof has been paid.

(S'g'd) CHARLES H. CUTLER.

Subscribed and sworn to before me this 12th day of February, A. D. 1875.

[SEAL.]

JNO. J. BUNSTINE,
Notary Public, Cook County, Illinois.

855 Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY OF New York
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.
} In chancery.

To the judges of the circuit court of the United States for the district ot Iowa:

Your petitioners C. T. Raynolds & Co., of Chicago, in the State of Illinois, respectfully show that heretofore, to wit, during the months of September, October, and November, A. D. 1874, they sold and delivered at the the request of said defendant, the Central Railroad of Iowa, certain goods, wares, and merchandise, consisting principally of paints, oils, turpentine, glass, coloring matter, paint brushes, &c., to the amount of five hundred forty-nine & $\frac{33}{100}$ dollars ($549.33), a more particular description of which is hereto annexed in the form of an account
856 and marked "Exhibit A."

And your petitioners further state to this honorable court that said account of five hundred forty-nine & $\frac{33}{100}$ is now past due and payable, and that no part of the same has ever been paid by said defendant or by any person in its behalf.

Your petitioners therefore pray that an order may be entered by this honorable court directing the receiver of said def'd't D. H. Pickering to allow and pay the same to your petitioners. And your petitioners will ever pray, &c.

(S'g'd) C. T. RAYNOLDS & CO.

STATE OF ILLINOIS,
Cook County, *ss:*

CHARLES H. CUTLER, being duly sworn, deposes and says that he is one of the firm of C. T. Raynolds & Co.; that he has read the above petition and knows the contents thereof, and that the same is true.

(S'g'd) CHARLES H. CUTLER.

857 Subscribed and sworn to before me this 12th day of February, A. D. 1875.

[SEAL.] (S'g'd) JNO. J. BUNSTINE,
Notary Public, Cook County, Ill.

(Endorsed:) The Farmers' Loan and Trust Company of N. Y. vs. Central Railroad Company of Iowa. Filed Mar. 9, 1875. George B. Corkhill, clerk. Petition to allow claim of C. T. Raynolds & Co.

858 On the 21st day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

859 United States circuit court, district of Iowa. October term, 1875.
Thursday, Oct. 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.
C. T. Reynolds & Co., petitioners.
} No. 501. Eq.

It is ordered herein that the balance due the petitioners on general account, as averred in their petition, not exceeding the sum of five hundred and forty-nine & $\frac{33}{100}$ dollars as principal, be paid them by the receiver from time to time, as the earnings of the road and the state of the funds in his hands may in his judgment warrant.

(S'g'd) JNO. F. DILLON,
Judge.

860 On the 9th day of March, 1875, Maxwell, Wheeler & Co., by their attorneys, filed in said clerk's office their claim against the said def't, a true copy of which is as follows, to wit :

861 *Central Railroad of Iowa, in account with Maxwell, Wheeler & Co., Chicago, Ill's.*

1873.		D'R.		
Febr'y	4.	983. Marshalltown, Iowa :		
		To 5 bbls. headlight oil, 175°, 241½, 35	84 53	
		47. 49½, 47½, 48, 49½.		
		2 bbls. signal oil, 94½, 1.15	108 68	
		47, 47½.		193 21
	13.	1002. D. N. Pickering, Marshalltown :		
		10 bbls. globe oil, 466, 45	209 70	
		47, 46½, 46, 46, 46½, 47½, 46, 47, 46½, 47.		
		5 bbls. signal oil. 241½, 1.15	277 73	
		47½, 48, 48, 48½, 49½.		
		5 bbls. carbon oil, 239, 25	59 75	
		46½, 47½, 48, 48, 49.		547 18
Mar.	15.	1045. D. N. Pickering, M'town :		
		5 bbls. sperm engine-oil, 243½, 80	194 80	
		47½, 48, 49. 49, 50.		
		5 bbls. car-oil, 235, 35	82 25	
		45½, 46½, 46½. 48, 48½.		277 05
		29. D. N. Pickering. M'town :		
May	1.	5 bbls sp rm engine-oil, 240½, 80	192 40	
		46½, 48, 48, 49, 49.		
		3 bbls. sperm signal-oil, 142, 1.25	177 50	
		46, 48, 48.		369 90
May	23.	68. D. N. Pickering, M'town :		
		20 bbls West Va. lubric. oil, 916, 32	293 12	
		48, 46½. 49, 42½, 44, 44, 47, 46½, 45½, 43½, 46, 47½, 48, 46, 48, 43½, 47, 46, 44, 43½.		
		8 bbls sperm engine-oil. 382, 80	305 60	
		48½, 47, 48, 48, 47, 48, 48, 47½.		
		2 bbls. headlight oil, 175°, 95, 33	31 35	
		47, 48.		
		1 bbl carbon oil. 110°, 45½, 22	10 01	
		1 bbl. No. 2 lard oil, 46, 62	28 52	
				668 60
		Forward		2,055 94
862		Forward	2,055 94	2,055 94
July	7.	148. D. N. Pickering, M'town :		
		10 bbls. car-oil, 475½, 32	152 16	
		48, 47½, 47½, 49, 48, 47, 48, 47, 46½, 47.		
		5 bbls. headlight oil, 175°, 229, 30	68 70	
		44, 46, 46, 46, 47.		
		10 bbls. sperm engine oil, 476½, 80	381 20	
		48½, 46, 48½, 47, 46½, 49½, 47½, 49, 46½, 47½.		
		2 bbls. carbon oil, 110°, 91, 22	20 02	
		44½, 46½.		
		3 bbls. signal oil, 142½, 1.15	163 88	
		47½, 47½, 47½.		785 96
	29.	211. D. N. Pickering, M'town :		
		20 bbls. West Va. car-oil, 926, 32		296 32
		47½, 46½, 47, 47, 45½, 46, 45, 45½, 46, 46½, 44½, 46, 48, 47½, 46, 44, 46, 46, 47½, 48.		
Aug.	25.	252. D. N. Pickering, M'town :		
		20 bbls. West Va. oil, 931, 32	297 92	
		48½, 45½, 47½, 45½, 47, 47, 47½, 46, 46½, 45½, 47, 47, 46½, 46½, 47, 45½, 47½, 47½, 45, 45½.		
		10 bls. sperm engine-oil, 471, 80	376 80	
		46½, 46, 47, 49, 48, 45, 47, 47, 48, 47½.		
		5 bbls. headlight oil, 175°, 239, 30	71 70	
		46½, 48, 48, 48, 48½.		
		5 bbls. carbon oil, 110°, 232, 22	51 04	
		45½, 46, 46, 47, 47½.		797 46
Oct.	10.	366. D. N. Pickering, M'town :		
		5 bbls. headlight oil, 175°, 238, 26	61 88	
		46, 47, 48, 48, 49.		
		10 bls. sperm engine-oil, 468, 80	374 40	
		46, 47, 48, 48. 48, 47½, 46, 47, 47, 43½.		
		3 bbls. signal oil, 139½, 85	118 58	
		45, 47, 47½.		
		2 bbls. carbon oil, 98½, 22	21 67	
		48½, 50.		576 53
		Forward		4,512 21

Central Railroad of Iowa, in account with Maxwell, Wheeler & Co., Chicago, Ill's—Continued.

	D'R.		
863 1873.	Forward		4,512 21
	364. D. N. Pickering, M'town:		
Oct. 11.	5 bbls. West Va. engine-oil, 229½, 32	73 44	
	44½, 45½, 45, 46, 48½.		
	15 bbls. West Va. oil, car, 683½, 23	157 21	
	47. 45½, 46, 46, 45½, 45½, 46½, 46½, 45, 45, 45½, 45, 44½, 45½. 44½.		
	5 bbls. No. 1 sperm signal-oil, 240½, 85	204 43	
	47, 47½, 48, 48½, 49½.		435 08
Nov. 22.	489. D. N. Pickering, M'town:		
	10 bbls. engine-oil, black, 462½, 35	161 88	
	46½, 46½, 46½, 47½. 44, 48½, 47, 45, 45½, 45½.		
	5 bbls. headlight oil, 175°, 235½, 25	58 87	
	47. 47, 47, 47, 47½.		220 75
Dec. 5.	517 & 518. D. N. Pickering, M'town:		
	1 bbl. No. 1 lard oil, 45, 62	27 90	
	20 bbls. No. 1, W. Va. car-oil, 922, 23	212 06	
	47, 46½, 47, 46½, 43½, 46½, 45½, 46, 46½, 46, 46½, 45, 46, 45½, 46½, 45½, 46, 46½, 46½. 47.		239 96
31.	574. D. N. Pickering, M'town:		
	5 bbls. headlight oil, 175°, 240½, 24	57 72	
	48½. 49, 47½, 47, 48½.		
	2 bbls. carbon oil, 110°, 93, 19	17 67	
	45½, 47½.		
	3 bbls. signal oil, 143, 85	121 55	
	49, 47½, 46½.		
	10 bbls. engine-oil, 466½, 35	163 28	
1875.	47, 46½, 47½, 49, 46½, 47½, 44. 47, 45, 46½.		360 22
Jan'y 24.	638. D. N. Pickering, M'town:		
	1 bbl. No. 2 lard oil, 46, 62		28 52
Feb'y 3.	661. D. N. Pickering, M'town:		
	5 bbls. engine-oil, 231, 35	80 85	
	45. 44½, 47½, 46½, 47½.		
	2 bbls. signal-oil, 96½, 85	82 03	
	48, 48½.		
	8 bbls. headlight oil, 175°, 387, 24	92 88	
	48½, 48, 47, 49½, 48½, 48, 48½, 49.		255 76
	Forward		6,052 50
864 1874.	Forward		6,052 50
Feb'y 6.	674. D. N. Pickering, M'town:		
	20 bbls. No. 1 car-oil, 921½, 23	211 95	
	46, 44½, 47, 46½, 44½, 47, 47½, 47, 46, 45, 48½, 45½, 47, 48½, 45½, 45, 46, 44, 45, 45½.		
	1 bbl. signal-oil, 46½, 85	39 52	
Mar. 13.	724. D. N. Pickering, M'town:		251 47
	1 bbl. No. 2 lard oil, 48, 70	33 60	
	2 bbls. signal-oil, 94, 85	79 90	
	46½, 47½.		
	5 bbls. headlight oil, 175°, 239½, 24	57 48	
	48, 48, 48½, 47, 48.		
	12 bbls. engine-oil, 546½, 35	191 28	
	45½, 46, 44½, 47, 45, 45, 47½, 44½, 44, 47½, 45, 45.		362 26
April 1.	T. L. Seevers, M'town:		
	20 bbls. No. 1 car-oil, 916½, 23	210 80	
	44½, 45½, 47, 47½, 46½, 46, 44½, 44, 46½, 46, 47, 47, 45½, 43½, 46½, 46½, 46, 45½, 44½. 46½.		
	2 bbls. signal-oil, 96½, 85	82 02	
	48, 48½.		292 82
	820. D. N. Pickering, M'town:		
Apr. 25.	1 bbl. No. 2 lard oil, 48, 70		33 60
May 4.	827. D. N. Pickering, M'town:		
	5 bbls. headlight oil, 241, 25	60 25	
	47, 48, 48, 49, 49.		
	1 bbl. No. 2 lard oil, 50, 70	35	
	1 bbl. signal-oil, 46, 85	39 10	
	13 bbls. engine oil, 593, 35	207 55	
	45½. 45, 44, 48, 45, 46, 47½, 45, 45½, 47, 45, 44½, 43.		341 90
May 15.	20 bbls. No. 1 car-oil, 933, 23		214 59
	44½, 45, 45½, 47½, 46½, 48, 50, 46½, 49, 48½, 45, 47½, 46, 48, 47, 46, 45½, 46½, 45½, 45.		
	Forward		7,549 14
865 1874.	D'R.		
	Forward		7,549 14
June 15.	925. D. N. Pickering, M'town:		
	12 bbls. engine-oil, 566, 32	181 12	
	45½, 48½, 46½, 46½, 46, 47, 47½, 48, 48½, 47½, 47, 47½.		
	4 bbls. headlight oil, 188½, 22½	42 41	
	46½, 47, 48, 47.		
	1 bbl. kerosene oil, 48½, 17	8 25	
	2 bbls. signal-oil, 97, 85	82 45	
	48½, 48½.		

Central Railroad of Iowa, in account with Maxwell, Wheeler & Co., Chicago, Ill's—Continued.

1874.	D'R.		
	1 bbl. No. 2 lard oil, 45, 65	29 25	
July 10.	971 T. L. Seevers, M'town:		343 48
	20 bbls. No. 1 car-oil 910, 23		209 30
	47, 48, 45½, 44, 45½, 47, 42, 45½, 45, 44½, 47, 43, 44, 43, 45, 47, 45½, 46½,		
Sept. 4.	47½, 47½.		
	1055. W. B. Coppock, M'town:		
	15 bbls. engine-oil, 713½, 35	249 72	
	48½, 48½, 46, 48, 46, 48½, 48½, 48½, 49, 49, 47, 45, 48½, 46, 48½.		
	6 bbls. headlight oil, 175°, 284½, 22	62 59	
	47, 47½, 47, 49, 45, 49.		
	3 bbls. signal-oil, 141½, 85	120 28	
	47, 47, 47½.		
	1 bbl. No. 2 lard oil, 47½, 75	35 63	
	T. L. Seevers:		
	23 bbls. No. 1 car-oil, 1,121, 23	257 83	
	47½, 47½, 50½, 50, 47½, 48½, 48½, 47½, 49½, 49½, 48½, 49½, 50½, 49, 49½, 48, 50, 49½, 48½, 48½, 48½, 47½, 48.		
	1 bbl. signal-oil, 46, 85	39 10	
Nov. 3.	1 bbl. Downer's Min. sperm oil, 46½, 65	30 23	
	1095. T. L. Seevers, M'town:		795 38
	20 bbls. No. 1 car oil. 940, 23	216 20	
	48½, 47½, 47½, 48, 46, 47½, 45, 46½, 48, 47½, 47½, 48½, 47½, 47½, 45½, 47, 48, 45½, 43, 48.		
	1 bbl. signal-oil, 46½, 85	39 53	
			255 73
866 1874.	Forward		9,153 03
	Forward		9,153 03
Nov. 20.			
	1058. W. R. Coppock, M'town:		
	20 bbls. engine-oil, 950½, 35	332 68	
	46½, 47, 49½, 48½, 44, 47½, 47½, 47½, 49½, 48½, 48½, 47½, 48½, 49½, 47½, 47, 47½, 48½, 44½, 46½.		
	4 bbls. signal-oil, 184½, 85	156 83	
	45, 46, 46, 47½.		
	1 bbl. No. 2 lard oil, 47, 80	37 60	
			527 11
1873.	CREDIT.		
Aug. 30.	By bills receivable	1,500	
Nov. 29.	" "	1,500	
1874.			
Jan'y 31.	" "	1,200	
Mar. 31.	" "	750	
June 6.	" "	500	
13.	" "	600	
July 1.	" "	500	
Sept. 30.	m'd'se (deduction)	7 05	
Oct. 31.	bills receivable	900	
	Preferred stock to be issued to M. W. & Co	1,400	
	Balance due Maxwell, Wheeler & Co	823 09	
		9,680 14	9,680 14

867 In the circuit court of the United States, district of Iowa.

In the matter of the application of Joseph P. Maxwell, William E. Wheeler, Benjamine V. Page, and William Sprague, for an order directing D. N. Pickering, receiver, to pay account for supplies delivered. —In chambers.

We, Joseph P. Maxwell, William E. Wheeler, Benjamine V. Page, and William Sprague, being duly sworn, say that we reside and do business in Chicago, Illinois, and that we furnished the supplies enumerated in the accompanying account to the Central Railroad of Iowa, upon order of said D. N. Pickering.

We further say that the above bills are due and wholly unpaid. We therefore ask an order directing and empowering D. N. Pickering, receiver, to pay said sum out of any funds belonging to and coming into the ownership of said company.

(Signed) JOSEPH P. MAXWELL.
" W. E. WHEELER.
" BENJAMINE V. PAGE.
" W'M SPRAGUE.

Subscribed and sworn to before me by said Joseph P. Maxwell, William E. Wheeler, Benjamine V. Page, and William Sprague, this 27th day of January, 1875.

[SEAL.] (Signed) LUCIUS HOYT,
Notary Public.

(Indorsed:) C. R. R. of I'a. a/c and claim of Maxwell, Wheeler & Co. Bal. 823.09. Filed March 9, 1875. (Signed) George B. Corkhill, clerk.

868 Afterwards, on the 21st day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

869 United States circuit court, district of Iowa, October term, 1875, Thursday, Oct. 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
Maxwell, Wheeler and Co., petitioners.
No. 501. Eq.

It is ordered herein that the balance due the petitioners on general account, not exceeding in all eight hundred and twenty-three & $\frac{9}{100}$ dollars as principal, be paid them by the receiver, from time to time, as the earnings of the road and the state of the funds in his hands may in his judgment warrant.

(S'g'd) JOHN F. DILLON, *Judge.*

870 On the 9th day of March, 1875, the Missouri Car & Foundry Co., by its att'ys, filed in said clerk's office its petition for allowance of claim, which said petition is in the words and figures following, to wit:

871 United States circuit court, district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY,
trustees, plaintiffs,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
def'ts.
In chancery.

Petition and interplea of the Missouri Car and Foundry Company.

The Missouri Car and Foundry Company of S't Louis, in the State of Missouri, on leave of court and by way of petition and interplea, shows to the court here that they are now the owners of fifty box-cars now in use on the def'ts' railroad in Iowa, and in the employment and custody of D. N. Pickering, esq., the receiver thereof, under the order and appointment of this court; that said cars were originally placed upon
872 said road by the petitioners in the year 1872 under a written con-

tract with said railroad company, executed by the hand of C. C. Gilman, then, to wt, on the 31st day of December, 1872, the president thereof, wherein and whereby it was stipulated between said railroad company and these petitioners that the title to said cars should vest in said railroad company upon the payment by it to the petitioners of the sum of eight hundred and twenty-five dollars per car, or forty-one thousand two hundred and fifty dollars for the fifty cars; that until such payment was made in full, the property and ownership of said cars should remain in the petitioners; and it was further stipulated by the parties in said contract that if said railroad company should fail to pay said sum of forty-one thousand two hundred and fifty dollars, within the time limited, to wit, six months from Dec. 31, 1872, said
873 cars should be delivered back to the petitioners on demand, and
that the petitioners might recover said cars wherever the same might be found, and sell and dispose of the same and account for the proceeds thereof according to the stipulations of said contract, to wit, the balance after satisfying the sum in arrear on said cars and all expenses to be paid to said railroad company, and the petitioners state that said contract was duly recorded in the recorder's office of Marshall County, in the State of Iowa, at Marshalltown, where the said railroad company has its principal office and place of business.

And the petitioners further show that twenty-seven thousand eight hundred and eighty-two $\frac{64}{100}$ dollars of said sum of forty-one thousand two hundred and fifty dollars has been paid, and that the balance of thirteen thousand three hundred sixty-seven $\frac{36}{100}$ dollars is now due and unpaid.

874 Wherefore the petitioners pray this honorable court to make an order touching the premises directing said Pickering, receiver as aforesaid, either to surrender said cars and deliver the same back to the petitioners in accordance with the terms of said contract, or else in some reasonable time, to be fixed by the court, to pay off and cause to be discharged said sum of thirteen thousand three hundred and sixty-seven $\frac{36}{100}$ dollars or such part thereof as said receiver shall find to be in fact due and unpaid upon said cars, and the petitioners ask for such other and further relief as shall be deemed appropriate to this case.

(S'g'd) WARREN CURRIER,
Att'y for Petitioners.

875 WILLIAM McMILLAN,
Treasurer and General Manager of Missouri Car and Foundry Co.

EASTERN DISTRICT OF MISSOURI, *ss:*

S'T LOUIS, MISSOURI, *Feb.* 27, 1875.

Personally appeared before me William McMillan, who, being duly sworn, deposes and says that he has full knowledge of the facts alleged in the foregoing document, which are true as stated to the best of his knowledge and belief.

(S'g'd) I. D. TOWNSEND,
U. S. Com'r, E. Dist. Mo.

(Endorsed:) Filed with me, March 2, 1875. John F. Dillon. The Farmers' Loan and Trust Company vs. The Central Railroad Company of Iowa. Petition and interplea by Missouri Car and F. Co. Filed Mar. 9, 1875. George B. Corkhill, clerk.

876 On the 2d day of March, 1875, the same being at chambers, there appears in the records of the proceedings of said court in said cause the following entry, to wit:

877 United States circuit court, district of Iowa, March 2, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.

AT CHAMBERS, *M'c'h* 2, 1875.

It is ordered herein, that the balance due for the fifty cars mentioned in the interpleader's interplea, not exceeding the sum of thirteen thousand three hundred and sixty-seven $\frac{36}{100}$ dollars as principal, be paid by the receiver from time to time, as the earnings of the road and the state of the finances as administered by said receiver may in the judgment of the receiver warrant.

(Signed) JOHN F. DILLON,
Judge.

878 On the 9th day of March, 1875, the Mowry Car & Wheel Works, by its attorneys, filed in said clerk's office its petition, which said petition is the words and figures following, to wit:

879 To the honorable John F. Dillon, judge of the circuit court of the United States for the district of Iowa:

The petition of the Mowry Car and Wheel Works, of Cincinnati, in the State of Ohio, respectfully represents:

That heretofore, and on the 27th day of September, 1872, the Mowry Car and Wheel Works, your petitioner aforesaid, and the Central Railroad Company, of Iowa, made and entered into a certain agreement in writing of which a full and true copy is hereto annexed.

That in pursuance of said agreement, your petitioner aforesaid has built and delivered to the said Central Railroad Company of Iowa the cars therein mentioned and has in all respects fully performed all the conditions upon your petitioner imposed by the said agreement.

That the said Central Railroad Company of Iowa is now justly indebted to your petitioner thereon in the sum of forty-seven thousand and thirty-one dollars and seventy-four cents with interest, as is more
880 fully set forth in your petitioner's true statement, hereto annexed, of the indebtedness of the said railroad company to your petitioner.

Your petitioner further respectfully shows, that on the seventh instant in the case of The Farmers' Loan and Trust Company et al. vs. The Central Railroad of Iowa, in the circuit court of the United States for the district of Iowa, and order was duly made by and in which D. N. Pickering was appointed receiver of said railroad and to take full charge of all the property, income, profits, earnings, and receipts thereof, and that the said receiver pay out of the income, receipts and earnings of the road no debt or expense of any kind without special order.

Wherefore your petitioner prays that an order may be granted, directing the aforesaid receiver to pay to your petitioner the amount of your petitioner's said claim as herein set forth, out of the income, receipts, and earnings of said railroad, or out of any moneys in the hands of
881 said receiver applicable to the payment thereof, at such times as the said receiver may be in funds so to do.

(S'g'd.) MOWRY CAR AND WHEEL WORKS,
By CHARLES B. PEET,
Vice-Pres't.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Charles B. Peet, do hereby make solemn oath that I am the vice-president of the Mowry Car and Wheel Works, the petitioner mentioned and described in the foregoing petition; that the statements therein contained are true according to the best of my knowledge, information, and belief.

[SEAL.] (S'g'd) J. B. NONES,
Notary Public, N. York, Ex-Off'o U. S. Commissioner,
No. 91 Duane Street, cor. Broadway.

882 $7,071.61.] NEW YORK, *July 13th*, 1874.

Four months after date we promise to pay to the order of Mowry Car & Wheel Works seventy hundred and seventy-one and $\frac{61}{100}$ dollars, at 1st Nat'l Bank, Marshalltown, Iowa, value received, with N. Y. exchange.

(S'g'd) THE CENTRAL R. R. CO. OF IOWA,
ISAAC M. CATE, *President.*

#739. Due Nov. 16, '74.

$7,071.61.] NEW YORK, *July 27th*, 1874.

Four months after date we promise to pay to the order of Mowry Car & Wheel Works seventy hundred and seventy-one and $\frac{61}{100}$ dollars, at 1st Nat'l Bank, Marshalltown, Iowa, value received, with N. Y. exchange.

(S'g'd) THE CENTRAL R. R. CO. OF IOWA,
ISAAC M. CATE, *President.*

#740. Due Nov. 30, '74.

$7,071.60.] NEW YORK, *July 13th*, 1874.

Five months after date we promise to pay to the order of Mowry Car & Wheel Works seventy hundred and seventy-one and $\frac{61}{100}$ dollars, at 1st Nat'l B'k, Marshalltown, Iowa, value received, with N. Y. exchange.

(S'g'd) CENTRAL R. R. CO. OF IOWA,
ISAAC M. CATE, *President.*

#741. Due Dec. 16, '74.

883 $7,071.60.] NEW YORK, *July 27th*, 1874.

Five months after date we promise to pay to the order of Mowry Car and Wheel Works seventy hundred and seventy-one & $\frac{61}{100}$ dollars, at 1st Nat'l Bank, Marshalltown, Iowa, value received, with N. Y. exchange.

(S'g'd) THE CENTRAL R. R. CO. OF IOWA,
ISAAC M. CATE, *President.*

#742. Due Dec. 30, '74.

$5,836.86.] BOSTON, *17th September*, 1874.

Four months after date, for value received, the Central Railroad Company of Iowa promise to pay to the order of the Mowry Car & Wheel Works fifty-eight hundred and thirty-six dollars $\frac{86}{100}$, payable at 1st Nat'l Bank, with exchange on New York.

Marshalltown, Iowa.

(S'g'd) ISAAC M. CATE,
President.

884 $5,836.86.] BOSTON, *20th September*, 1874.

Four months after date, for value received, the Central Railroad Company of Iowa promise to pay to the order of the Mowry Car Wheel Works fifty-eight hundred and thirty-six dollars $\frac{86}{100}$, payable at 1st Nat'l Bank, with exchange on New York.

Marshalltown, Iowa.
(S'g'd) ISAAC M. CATE.
President.

$7,071.60.] BOSTON, *30th October*, 1874.

Three months after date, for value received, the Central Railroad Company of Iowa promise to pay to the order of the Mowry Car & Wheel Works seventy hundred and seventy-one dollars $\frac{60}{100}$, payable 1st Nat'l Bank, with exchange on New York.

Marshalltown, Iowa.
(S'g'd) ISAAC M. CATE,
President.

885 Articles of agreement, made this 27th day of September, 1872, between The Mowry Car and Wheel Works, of Cincinnati, in the State of Ohio, party of the first part, and The Central Railroad Company of Iowa, party of the second part.

It is hereby mutually covenanted, promised, and agreed by and between the foregoing parties, as follows:

The party of the first hereby agrees to sell and deliver to the party of the second part thirty box-cars, to be built according to the drawings furnished by the party of the second part, with iron trucks, to be made according to the specifications furnished by the Burlington and Missouri Railroad Company, at the price of one thousand dollars for each car; and also seventy box-cars, which are to be thirty feet long, with the usual width and height, and with similar trucks, at the price of eight hundred and sixty dollars for each of said cars.

886 All the said one hundred box-cars are to be delivered on the track of the Pittsburg, Cincinnati, and S't Louis Railroad Company, at Cincinnati, Ohio, on or before the first day of December next, in lots or installments of ten or fifteen cars at a time, as may be most convenient to the said party of the first part.

The party of the second part hereto agrees to purchase the said one hundred box-cars at the prices above mentioned, to be paid for and secured as follows:

On the delivery of each lot or installment of cars at Cincinnati, the said party of the second part is to give to the said party of the first part the promissory notes of the said party of the second part, for the cars so delivered, payable six months from date, with interest at the rate of seven per cent. per annum, and as collateral security therefore the said
party of the second part will deposit with the said party of the
887 first part the third-mortgage bonds of the said party of the second
part, for the amounts of said notes, to be computed at the rate of
sixty-five cents on the dollar on the par value of said bonds.

But it is hereby mutually understood and agreed between the aforesaid parties that so long as all or any of the said promissory notes shall not have matured, or after maturity shall remain unpaid, the title to the cars for which said notes shall have been given shall remain in the party of the first part, and the said party of the second part shall have no property or title therein. And it is further agreed that if any of said

notes shall not be paid at their maturity the said party of the second part shall pay monthly to the said party of the first part the sum of fifty dollars upon each car remaining unpaid for, until the full amount of the notes given therefore shall be fully paid, with the interest
888 thereon, at the rate of twelve per cent. per annum from the maturity of said notes respectively.

And it is further agreed that in case any of said monthly installments shall not be promptly paid the said party of the first part shall have the right to enter upon the premises of the said party of the second part, or whereever else the said cars may be, and to take them into their own possession without any let, hindrence, or interference on the part of the said party of the second part hereto. And thereupon the said party of the first part shall proceed with reasonable diligence to sell at public auction, at on the line of the railroad of the said party of the second part, giving thirty days' notice of the time and place of said sale, so many of said cars as may be necessary to satisfy and discharge the amount then due and owing to the said party of the first part.
889 In case there should be any deficiency in the proceeds of such sales to pay such amount, the party of the first part is hereby authorized and empowered to sell in the city of New York, at public auction, or at the stock exchange in said city, on thirty days' notice, so many of the third-mortgage bonds of the said party of the second part, herein agreed to be deposited with the said party of the first part, as may be necessary to satisfy and discharge said deficiency.

In witness whereof the presidents of the respective corporations, parties of the first and second parts hereto, have hereunto affixed their signatures the day and year first above written.

(Signed) A. L. MOWRY, *Pres't*,
President of the Mowry Car and Wheel Works.
C. C. GILMAN,
President of the Central Railroad Company of Iowa.

(Endorsed:) U. S. cir. c't, dist. of Iowa. Mowry Car and Wheel Co. of Cincinnati vs. C. R. R. Co. of I'a. Petition of car co. Filed Mar. 9, 1875. George B. Corkhill, clerk.

890 On the 21 day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

891 United States circuit court, district of Iowa, October term, 1875.
Thursday, Oct. 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
The Mowry Car and Wheel Works, petitioners.

It is ordered herein that the balance due the above petitioners for the one hundred cars mentioned in his petition, not exceeding forty-seven thousand and thirty-one dollars and 74 cents as principal, be paid by the receiver to said petitioners, from time to time, as the earnings of the road and the state of the funds in his hands may in his judgment warrant.

(S'g'd) JNO. F. DILLON, *Judge.*

892 On the 9th day of March, 1875, John S. Newberry et al., by their attorneys, filed in said clerk's office their petition and interplea in said cause, which said petition is in the words and figures following, to wit:

893 *Petition and interplea of John S. Newberry and others, trustees.*

United States circuit court, district of Iowa. In chancery.

THE FARMERS' LOAN AND TRUST COMPANY, trustee, plaintiffs,
v.
THE CENTRAL RAILROAD OF IOWA, DEF'TS.

John Newberry and James McMillan, of Detroit, in the State of Michigan, Warren Currier, William McMillan, and James Thompson, of S't Louis, in the State of Missouri, on leave of court and by copy of petition and interplea, show to the court that they are trustees, for and in behalf of the shareholders, in an association known as the S't Louis and Northern Car Company, located in said S't Louis, and that as such trustees they are the legal owners and holders of the two hundred cars hereinafter mentioned, and the rents thereof accrued and to accrued.

894 The petitioners further represent that heretofore, to wit, on the first day of September, 1873, at Boston, in the State of Massachusetts, that said railroad company, by its chief officer, Isaac M. Cate, the president thereof, by its agreement in writing duly executed by said officer, contracted with the Missouri Car and Foundry Company, of said S't Louis, for the temporary hiring and ultimate purchase from said last-mentioned company of one hundred coal-cars and one hundred box-cars, to be used and employed by said railroad company in the transaction of its carrying business; that is to say, said Missouri Car and Foundry Company, in and by said writing on its part agreed to furnish and deliver to said railroad company, in Saint Louis, said two hundred cars by the fifteenth day of October, 1873, on the terms and conditions in said contract specified, to wit, that said railroad company should accept and receive said cars at the point of deliver', as the same should be tendered, and take, use, and employ the same in its said business for the term of five years next following such de-895 livery, and for the use thereof, as a monthly rental, to pay said Missouri Car and Foundry Company, each successive month during said term, for said coal cars, the sum of fifteen dollars per car per month; and for said box-cars the sum of twenty dollars per month per car, making a monthly rental in the aggregate of thirty-five hundred dollars; such monthly payments to be made to said Missouri Car and Foundry Company or its assigns on the twentieth day of each successive month following that in which the rent was earned.

And the petitioners further show that it was further provided in said contract that said railroad company at the end of said term of five years, should become the purchasers of said cars upon a valuation to be made as provided in said contract, said Missouri Car and Foundry Company agreeing to sell, and said railroad company agreeing to purchase, said two hundred cars at the time and in the manner aforesaid, and 896 at the price that should be fixed by the appraisors provided for in said contract, and that until such price should be fully paid, together with all rent in arrear, said cars should remain the property of the vendors, no title passing to the vendee until such payments should be fully made.

And the petitioners further show to the court that it was provided in and by said contract that in case of default in the payment of said rent or any part thereof when due, or said purchase money by said railroad co., that said Missouri Car & Foundry Company and its assigns, at its and their discretion, might seize said cars wherever the same might be found, with or without legal powers, and resume possession of the same, and sell and dispose of said cars in the manner pointed out in said contract, and apply the proceeds of such sales as said contract requires: first, to meet expenses; second, to satisfy said rent and purchase money, and the balance, if any, to said railroad company.

897 And it is further shown to the court that said two hundred cars were duly furnished to said railroad company in the time and manner provided in said contract, to wit, in the month of October, 1873, and that the same were duly accepted and received by said railroad company, and have ever since been in the possession and use of said company, and that said cars are now in its possession and use of D. N. Pickering, the receiver thereof duly appointed by this court, and further, that the rent of said cars was paid for the months of October and December, 1873, and for the months of January, July, August, September, October, and November, 1874; and that said rent is in arrear and unpaid for the month of November, 1873; and for the months of February, March, April, May, June, and December, 1874, and for the months of January and February, 1875; in all nine months, and making in the aggregate the sum of thirty-one thousand five hundred dollars of rent in arrear and unpaid on the first day of March, 1875, together with the accrued interest; and that of this sum ten thousand five
898 hundred dollars accrued while said cars were in the service and use of said receiver, to wit, the rent for the months of December, January, and February last, said cars being so used and employed by said receiver under the order and direction of this court.

And the petitioners further show that said Missouri Car and Foundry Company, for a valuable consideration, on the tenth day of October, 1873, sold, assigned, and transferred said cars, together with said contract and all the vendors' rights therein and thereunder, to the petitioners, so that the legal title and ownership thereof then passed to and rested in them, whereof said railroad company had notice, and the petitioners aver that the whole of the aforesaid rent now in arear, to wit, said sum of thirty-one thousand five hundred dollars, is now due and owing to them, and further that said contract was duly recorded in the recorder's office of the county of Marshall, in the State of Iowa,
899 at Marshalltown, the locality of the principal office and place of business of said railroad company.

Wherefore, the petitioners pray this honorable court to make an order touching the premises, directing said D. U. Pickering, receiver as aforesaid, from the proceeds and income of said railroad to pay to the petitioners the aforesaid rent now in arrear, and especially the ten thousand five hundred dollars that has accrued while said cars were in his possession and use as such receiver in operating said railroad and protecting the interests thereof, and further directing said receiver to pay the rent of said cars as the same shall accrue from month to month hereafter, until the further order of this court.

And the petitioners ask for such other and further relief as shall be considered by the court appropriate to the facts herein alleged.

(S'g'd) WARREN CURRIER,
Att'y for Petitioners.

900 EASTERN DISTRICT OF MISSOURI, *ss:*

William McMillan, trustee of the S't Louis and Northern Car Company.

At office in S't Louis, Missouri, personally appeared William McMillan, trustee of the S't Louis and Northern Car Company, who, being duly sworn, deposes and says that he has full knowledge of the facts alleged in the foregoing document, and that they are true as stated.

(S'g'd) T. D. TOWNSEND,
U. S. Comm'r, E. Dist. of Missouri.

S't Louis, Mo., Feb. 27th, 1875.

(Endorsed:) The Farmers' Loan and Trust Company vs. The Central Railroad Company of Iowa. Petition and interplea by John S. Newberry et al., filed with me March 2, 1875. John F. Dillon. Filed Mar. 9, 1875. George B. Corkhill, clerk.

901 On the same day, to wit, Mar. 9, 1875, John S. Newberry et al. by their att'ys filed in said clerk's office an agreement in said cause, which said agreement is in the words and figures following, to wit:

902 United States circuit court. In chancery.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA, JOHN S. Newberry, and others, trustees, interpleaders.

AT CHAMBERS, *March* 21, 1875.

It is agreed between the pl'f and the interpleaders herein that the pl'f shall answer the interplea in days, and that the issues thus *issued* shall be in order for trial at this next May term of the court.

(S'g'd) WARREN CURRIER,
Att'y for Interpleaders.
PLATT SMITH,
For the Bondholders.

(Endorsed:) In cir. c't U. S., dist. of Ia. The F. L. and T. Co. vs. I. C. R. R. Co. Agreement of Warren Currier & Platt Smith. Filed Mar. 9, 1875. George B. Corkhill, clerk.

903 On the 21st day of October, 1875, there was filed in said clerk's office a contract, a true copy of which is as follows, to wit:

904 This agreement, made and entered into this 21st day of October, 1875, by and between D. N. Pickering, the receiver of the property and assets of the Central Railroad Company of Iowa, of the first part, and John S. Newberry and James McMillan, of Detroit, Michigan, Warren Currier, William McMillan and James Thomson, of Saint Louis, Missouri, trustees of an association known as the S't Louis and Northern Car Company, parties of the second part, witnesseth:

That said first party, in consideration of the agreement of the second party, and in modification and enlargement of the contract between said railroad company and said second parties of September 1, 1873, rental and ultimate purchase of two hundred cars, as set out in the interplea of said second parties, now on file in the office of the clerk of the

905 circuit court of the United States for the district of Iowa, in a cause now pending in said court, wherein the Farmers' Loan and Trust Company is plaintiff, and said railroad company is defendant, and the said second parties are interpleaders, has agreed to pay to said second parties, at the city of Saint Louis, in the State of Missouri, the sum of one hundred and twenty-five thousand seven hundred and thirty-six dollars, in the time and manner stated below, to wit, twenty-four thousand dollars in twelve equal consecutive monthly payments of two thousand dollars each, commencing on the first day of December next, and the balance of said sums, to wit, one hundred and one thousand seven hundred and thirty-six dollars, in thirty-six equal consecutive monthly payments, commencing on the first day of December, 1876.

906 In addition to these payments said first party agrees to pay the interest on said principal sum, and the successive balances thereof, semi-annually, to wit, on the first day of May and the first day of November of each year, the same to be computed and paid at the rate of seven per cent. per annum from and after said first day of November next. On the payment in full of said principal sum, and the interest thereon as aforesaid, the title to said cars, it is agreed, shall vest in said railroad company or its successors, and not before or otherwise.

And the second parties, in consideration of the agreement of the first party as stated above, agree to accept said several payments in lieu of the rents and other payments called for by said contract between 907 said second parties and said railroad company, and to permit said cars to remain upon said railroad and in the service of said railroad company, and its successors and assigns, without charge or rent therefor, so long as said payments shall be faithfully and promptly made.

And it is further agreed that this contract shall, with the permission of the court, be placed on file in the office of the clerk of said circuit court, in connection with said interplea, as constituting a part of the records and proceedings therein, and as forming in part a foundation for an order or decree of the court in respect to said cars; and it is expressly understood and agreed between the parties that this contract shall not be binding on either, or have any force or validity whatever against either, until the same is approved by the court afore- 908 said or the judge thereof. Executed the date aforesaid.

(S'g'd) D. N. PICKERING,
Receiver of Central R. R. of Iowa.
(S'g'd) JOHN S. NEWBERRY,
(") JAMES McMILLAN,
(") WILLIAM McMILLAN,
(") JAMES THOMSON,
Trustees,
By their agent & attorney, WARREN CURRIER.
(Signed) WARREN CURRIER, *Trustee.*

(Indorsed:) D. N. Pickering, receiver, with John S. Newberry. Contract. Oct., 1875. Contract filed Oct. 12, 1875. Geo. B. Corkhill, clerk.

909 On the 21st day of October, 1875, the same being the October term of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

910 United States circuit court, district of Iowa. October term, 1875.
Thursday, October 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
John S. Newberry, and others, interpleaders.
} No. 501. Eq.

And now, at this day, to wit, October 21st, 1875, the parties aforesaid appeared by their respective attorneys of record, and consent that the interplea of John S. Newberry and others, duly filed herein, be taken as confessed; and it is so ordered and adjudged.

And it appearing to the court that the two hundred cars mentioned in said interplea have been required for the successful operation
911 of the railroad of said railroad company, and that they are still so required, and that the same have been continuously in the service and employment of the receiver of the property and assets of said railroad company for the last eleven months, without any compensation having been made to said interpleaders therefor;

And whereas D. N. Pickering, the receiver aforesaid, in compromise and adjustment of the claim of said interpleaders for such service, and for the value of said cars, has entered into a contract with said interpleaders in words and figures following, to wit:

This agreement made and entered into this day of October,
912 1875, by and between D. N. Pickering, the receiver of the property and assets of the Central Railroad Company of Iowa, of the first part, and John S. Newberry and M. Millan, of Detroit, Michigan, Warren Currier, William McMillan, and James Thomson, of S't Louis, Missouri, trustees of an association known as the S't Louis and Northern Car Company, parties of the second part, witnesseth:

That said first party, in consideration of the agreement of the second party, and in modification and enlargement of the contract between said railroad company and said second parties of September, A. D. 1873, for the rental, ultimate purchase of two hundred cars, as set out in the
913 interplea of second parties now on file in the office of the clerk of the circuit court of the United States *from* the district of Iowa, in a cause now pending in said court, wherein the Farmers' Loan and Trust' Company's plaintiff, and said railroad company is defendant, and the said second parties are interpleaders, has agreed to pay to said second parties, at the city of S't Louis, in the State of Missouri, the sum of one hundred and twenty-five thousand seven hundred and thirty-six dollars, in the time and manner stated below, to wit, twenty-four thousand in twelve equal consecutive monthly payments of two thousand dollars each, commencing on the first day of December next,
914 also the balance of said sum, to wit, one hundred and one thousand seven hundred and twenty-six dollars in thirty-six equal consecutive monthly payments, commencing on the first day of December, 1876; in addition to these payments said first party agrees to pay the interest on said principal sum and the successive balances thereof semi-annually, to wit, on the first day of May and the first day of November of each year, the sums to be computed and paid at the rate of seven per cent. per annum from the first day of November next. On the payment in full of said principal sum and the interest thereon as
915 aforesaid, the title to said cars it is agreed shall vest in said railroad company or its successors, and not before that or otherwise.

And the second party, in consideration of the agreement of the first party, as stated above, agrees to accept said several payments in lieu of the rents and other payments called for by said contract between said second parties and said railroad company, and to permit said cars to remain upon said railroad and in the service of said railroad company and its successors and assigns, without charge for rent therefor, so long as said payments shall be faithfully and promptly made.

And it is further agreed that this contract shall, with permis-
916 sion of the court, be placed on file in the office of the clerk of said circuit court in connection with said interplea, as constituting a part of the records and proceedings therein, and as forming in part a foundation for an order or decree of the court in respect to said cars; and it is expressly understood and agreed between the parties that this contract shall not be binding on either, or have any force or validity whatever against either, until the same is approved by the court aforesaid, or the judge thereof.

Executed the date aforesaid.

D. N. PICKERING,
Receiver Central Railroad of Iowa.
JOHN S. NEWBERRY,
JAMES McMILLAN,
WILLIAM McMILLAN,
JAMES THOMSON,
Trustees,
917 By their agent and attorney, WARREN CURRIER.
WARREN CURRIER,
Trustee.

And whereas it appears that said contract is reasonable and just, and promotive of the interest of said railroad company and of its creditors, and that the same was made with the consent and approbation of the different parties to these proceedings:

Now, therefore, it is considered, ordered, and adjudged by the court that said contract as above recited be approved, and the same is approved, ratified, and confirmed accordingly.

And it is further considered, ordered, and adjudged by the court
918 that said sum of one hundred and twenty-five thousand seven hundred and thirty-six dollars, specified in said contract, with the interest thereon, be paid to said interpleaders out of the assets, property, and income of said railroad company, in the time and manner provided in said contract, as a legal and valid claim against the same, created by the proper and legal act of said receiver in the due administration of his office, under the order and direction of the court. And it is ordered and adjudged that said sum be paid to said interpleaders in the time and manner aforesaid, as a claim having precedence and priority over the claims of the plaintiff in the suit above entitled, and of the claims of the various parties represented by said plaintiffs in its capacity and relation as trustee.

(S'g'd) JNO. F. DILLON,
Judge.

919 On the 8th day of May, 1875, the Illinois Manufacturing Company, by its attorney, filed in said clerk's office claim, a true copy of which is as follows, to wit:

920 *Central R'y of Iowa, bought of Illinois Manufacturing Company, of Adrian, Mich.*

ADRIAN, *April* 26, 1875.

No. . Order . Correct.

[P. L. Swerd, president; Ja's E. Cross, vice pres. & sup't; Henry C. Hart, secretary, Adrian, Mich.; Jno. S. Brewer, gen'l ag't, Chicago, Ill's.]

1874.				
Oct. 19.	4 d'z switch locks	12..	48	
	1 box	..		15
Nov. 27.	½ d'z white lanterns	9..	4	50
	½ " ruby "	18..	9	
	1 box	..		30
			61	95
	CR.			
May 3, '75.	19 lbs. old locks	..	2	85
			59	10

The above a/c is correct, and is approved.
(S'g'd.) D. H. PICKERING,
Receiver.

921 *Petition for allowance and payment of claim.*

In the circuit court of the United States in and for the district of Iowa.

In the matter of the receivership of the Central Railroad Co. of Iowa.

To the hon. circuit court:

Your petitioner respectfully shows:

That in October and November, A. D. 1874, the Illinois Manufacturing Company, of Adrian, Mich., sold to the Central R. R. Co. of Iowa goods, wares, and merchandise, as shown by bill of particulars hereto attached and marked "Exhibit A," and made a part hereof; that said good' were bought at the respective dates as shown in said bill, and the reasonable value of said articles is as shown in said bill of particulars.

That said bill is now the property of your petitioner, and the same is just, due, and unpaid.

922 Wherefore petition' prays for an order directing that D. N. Pickering, receiver, be allowed to pay said claim.

(S'g'd) ILL. M'N'F'CT' CO.,
By O. S. BINFORD, *Att'y.*

STATE OF IOWA,
Marshall County:

I, O. S. Binford, on my oath, say that I am att'y for plaintiff in above-entitled action; that I as such att'y presented said account to the Central R. R. Co. of Iowa for payment, and said company acknowledged to me as such attorney that said indebtedness was still subsisting, and that said Co. received said goods, as shown by bill of particulars attached to pl't'ff's petition, and that said account is due and still unpaid.

(S'g'd) O. S. BINFORD,

Subscribed and sworn to before me and in my presence by O. S. Binford, this 30th day of April, A. D. 1875.

[SEAL.] E. R. JONES, *Clerk.*

(Endorsed:) In the matter of the receivership of Central R. R. Co. of Iowa. Claim of Illinois M'f'ct' Co., of Adrian, Mich. This account appears to be proper, and ought to be allowed. S'g'd J. Grant, for F. L. & T. Co. Filed May 8, 1875. George B. Corkhill, Clerk. O. S. Binford, att'y.

923 On the 21st day of October, 1875, the same being of the October term of said court, there appears in the records of the proceedings thereof, in said cause, the following entry, to wit:

924 United States circuit court, district of Iowa, October term, 1875. Thursday, October, 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, The Illinois manufacturing Company, petitioners.
} No. 501. Eq.

It is ordered herein that the balance due the petitioners as stated in their petition, to wit, fifty-nine and $\frac{10}{100}$ dollars, be paid them by the receiver.

(S'g'd.) JOHN F. DILLON, *Judge.*

925 On the 8th day of May, 1875, Marshall Township and the city of Marshalltown, by their attorneys, filed in said clerk's office their petition of intervention in said cause, which said petition is in the words and figures following, to wit:

926 *Petition in intervention.*

In the circuit court of the United States, district of Iowa. In chancery.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.

To the hon. judge of said court:

Your petitioner, the civil township of Marshall and the city of Marshalltown, a municipal corporation organized and existing under the laws of the State of Iowa, both of Marshall county, Iowa, would most humbly represent and show to your honor—

1st. That on the 5th day of May, A. D. 1871, the def't, the Central Railroad of Iowa, for a good and valid consideration, made, executed, and entered into an undertaking with your petitioner, the civil township of Marshall, in writing, a copy of which is hereto attached, marked "Exhibit A," and made a part hereof, to expend one hundred and fifteen (115,000) thousand dollars in permanant improvements on its said road in said township, by erecting, during years 1871 and 1872, at Marshalltown, Iowa, certain buildings of stone or brick, to wit, one round-house of at least eighteen stalls (18), one foundry, one blacksmith shop, and one car and locomotive repair shop; and, fur- 927 ther, that during said years 1871 & 1872 said company would remove all its machine and repair shops to the city of Marshalltown, in said township, and there maintain the same for a term of at least one hundred years.

2nd. That, in consideration of the above, your petitioner, the civil
township of Marshall voted a tax of five (5) per centum on all the tax-
able property in said township for the benefit of said road, the
928 Central Railroad of Iowa. Said tax amounts to about forty thou-
sand dollars, one-half of which has been collected and paid to
said company, and the balance being collected, and at the disposal of
said company, as aforesaid provided in said agreement.

3rd. That, in further consideration of the same, your petitioner, the city of Marshalltown, by its citizens and , conveyed to said company forty acres of land, lying in and immediately adjoining said city, valued and worth one hundred thousand dollars, said conveyance being by warrantee deed, a copy of which is hereto attached, marked "Exhibit B," and made a part hereof.

4th. That the defendant, the Central Railroad of Iowa, neglecting its
duty towards your petitioner, has failed wholly to erect said foundry,
said machine shops, and said repair shops; has failed to remove its
shops to Marshalltown at all, but, to the contrary, has continued
929 and still does continue, its principal machine and repair shops at
Eldora, Iowa.

5th. That said shops aforesaid can be removed from Eldora to Mar-
shalltown without causing any great expense to the defendant, the
Central Railroad of Iowa, and that the best interests of said road and
the plaintiffs herein, The Farmers' Loan and Trust Company, will be
best subserved by such removal, inasmuch as Marshalltown is the mid-
dle point in said road, the two divisions of said road commencing at
and running each way north and south therefrom; is the headquarters
of said *of said* road, and always has been and always should . There is
a large round-house and depot belonging to said road, being at Marshall-
town, together with all the supply offices, and further your petitioners
have a first or vendor's lien on the 40 acres of land sold and delivered
to and now occupied by said railroad co., together with the
930 round-house, depot and other buildings situated thereon, which
they can foreclose at any time if said R. R. Company longer
refuses or fails to remove said shops, which said foreclosure would work
a complete forfeiture of all of said lands & buildings to your petitioner;
and your petitioner not desiring to cripple said road only asks that it
comply, as it may now, with said agreement, and humbly pray your
honor to make an order in this the above entitled cause, directing D. U.
Pickering, the receiver heretofore appointed for said Central Railroad
of Iowa, to remove all the machine and repair or other shops what-
soever at Eldora belonging to said railroad, or any machine or other
shops belonging to said road, to Marshalltown, Iowa, and there main-
tain the same in complyance with the terms of the agreement aforesaid,
and that such removal of said shops be made without delay, and that
your petitioner have a judgment for their costs in this pro-
931 ceeding.

(S'g'd) P. M. SUTTON,
Solicitor for Petitioner.

P. M. SUTTON,
Of Counsel.

EXHIBIT A.

The Central R. R. of Iowa, and The citizens of Marshall Township, by the township trustees of said township, Marshall County, Iowa.

Contract, 1871.

Whereas the early completion of the Central R. R. of Iowa, including road-bed, switches, side-tracks, turn-tables, station and round houses, machine and repair shops, is of great public importance, and especially to the tax-payers of Marshall Township;

And whereas the location and maintenance in Marshalltown, for one hundred years, of the buildings and improvements herein 932 mentioned will greatly benefit all the citizens and tax-payers of said township;

And whereas said Central R. R. of Iowa has proposed to locate, erect, and maintain the buildings and improvements, shops, &c., as more specifically shown hereafter, provided said township shall rate and pay a five per cent. tax in accordance with the provisions of chap. 102 of the acts of 13 general assembly of Iowa, 1870, and shall also furnish suitable and sufficient grounds as herein set forth:

Now, therefore, this contract between the said R. R. Co. of the first part, and the township trustee' of said township, in behalf of themselves and the citizens, voters, tax-payers of said township, of the second part, witnesseth:

That in consideration of the mutual covenants and stipulations herein contained,

First. The first party agrees that it will, during the season of 933 1871 and 1872, expend at least seventy-five thousand (75,000) dollars in the erection of buildings, round-house, &c., and machinery necessary for the operation of its road.

Second. Said first party agrees that Marshalltown shall be the terminus of one division of its road, and that at said point shall be erected and maintained for one hundred years the central and principal machine, repair and locomotive shops of the company, to wit, one round-house of brick or stone, of at least eighteen (18) stalls, one foundry, one blacksmith shop, one locomotive repair shop and its necessary adjuncts, and any other buildings at the discretion of the company.

Third. Before receiving from the party of the second part any portion of the am't to be paid through its five per cent. tax, the sum ex- 934 pended in said buildings and machinery shall be to such payment at each installment as the agreed expenditure by the first party for 1871 and 1872 is to the am't to be raised by the tax, to wit, as seventy-five thousand dollars is to forty thousand dollars.

Fourth. Provided, however, that unless the 5 per cent. tax shall be voted and paid as stipulated herein, and 'less at least fourty (40) acres of ground selected by said first party shall be furnished free of costs, and title perfect, as soon as required, and by June 1, 1871, at all events, and unless the citizens of Marshalltown and township shall give such satisfactory personal guaranty of the prompt payment of the tax, or an am't equivalent thereto (at and *in* within such times) as the first party may designate (say by June 1st, 1871), then this contract shall be null and void.

935 Fifth. The second party promise that upon the presentation to them of a petition as by law provided they will submit, at a special election to be at once ordered for the purpose, the question of aiding in the completion of said railroad by a tax of five per centum upon

the assessed value of the taxable property of said township, to be expended in the township' of Marshall, Le Grande, and Green Castle, & not elsewhere, in accordance with said chapter 102.

Sixth. The money to be raised by said tax shall not be paid, nor the certificate of the township trustees be given as provided for in said act, till all the conditions of this contract are performed by the first party in good faith and to the satisfaction of the second party so far as herein contemplated.

936 Seventh. If the tax as aforesaid shall exceed the sum of forty-five thousand dollars, the first party agrees to permit the second party to apply a sum equivalent to such excess toward the purchase of the ground necessary for the shops & buildings aforesaid till such ground is paid for, and the remainder to be paid to the first party, if any remainder there be after reimbursing all persons who may have contributed to the purchase of said grounds.

Eight. If the first party shall neglect to proceed with the erection of said shops and buildings as contemplated, before any money is paid over (raised by the tax), then the tax, so far as collected ,shall on the general order of the second party be refunded to the tax payers, and the uncollected tax be cancelled upon the treasurer's books.

937 Ninth. The first party binds itself that if within one hundred years it shall remove the permanent location of said shops & buildings from Marshalltown, or shall fail to construct the same as herein agreed, then it will forfeit the sum of two hundred thousand (200,000) dollars to the citizens of said township, from which am't these persons donating grounds or money to purchase the grounds shall first be reimbursed the sums so paid by them, over and above the tax, with interest, and the remainder shall be finally divided by the trustees of said township among the several districts and subdistricts of the township, in proportion to the am't of tax paid by each, and shall be devoted to *sho'oll* and school houses purposes, as the board of directors of the district and independent district may direct.

In witness whereof the parties hereto have signed & executed this contract in duplicate, each party to have and retain one copy and the third to be filed in the office of the county auditor, at Marshalltown, Iowa, for public inspection & reference.

This 5th day of May, 1871.

938 (Signed) THE CENTRAL R. R. CO. OF IOWA.
By order of the Board of Directors of said Co., first party.
(S'g'd) C. C. GILMAN, *Pres't.*
H. D. HARTWELL,
W'M JOHNSTON,
O. B. BARROWS,
Second Party, Township Trustee', Marshall T'p, Marshall Co., Iowa.

STATE OF IOWA,
Marshall County, ss:

I do hereby certify that before me, F. M. Thomas, a notary public in and for said county, personally appeared the above H. D. Hartwell, W'm Johnson, and O. B. Barrows, who are personally known to me to be the identical persons whose names are affixed to the above contract, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein mentioned.

Given under my hand and notarial seal this 22nd day of August, 1871.

939 [SEAL.] (S'g'd) F. M. THOMAS,
Notary Public, Marshall County, Iowa.

(Endorsed:) The Central R. R. of Iowa, and the citizens of Marshall Township, by the township trustees of said township, Marshall Co., Iowa. Contract, 1871.

940 EXHIBIT B.

Know all men by these presents that we, John Turner, Delano T. Smith, and Edward Willigood, of the city of Marshalltown, county of Marshall, and State of Iowa, trustees holding in trust the lands hereafter described and conveyed for the citizens of said city and vicinity, for the uses and purposes herein shown and expressed, in consideration of the sum of one dollar to us paid by the Central Railroad of Iowa, and of the performance upon the part of said Central Railroad Company of Iowa, its successors and assigns, of the terms and conditions hereinafter mentioned and contained, to be kept and performed by said company, its successors and assigns, have given, granted, conveyed and confirmed, and do by these presents give, grant, convey, and confirm unto said Central Railroad Company of Iowa, its successors and assigns, subject to the reservations and conditions hereinbefore mentioned, all our right, title, and interest in and to the lots, tracts, and parcels of land situate in the county of Marshall, aforesaid, described as follows, viz,
941 all of block No. one (1), all of block No. 2, all of block No. 5, and the following: Commencing one hundred and twelve (112) feet and four inches south from the southwest corner of lot No. eight (8), in block No. one (1), in Glick's and Willigood's addition to Marshall; thence running north (46) forty-six feet and four (4) inches; thence east fifty-two (52) feet and two inches; thence in southwesterly direction to the place of beginning; all the above described lots and tracts of land being in Glick's and Willigood's addition to Marshall, as shown by the recorded plat of said addition.

Also, the following, to wit, commencing (426) four hundred and twenty-six feet south of the northeast corner of the northeast quarter of the southwest quarter of section No. thirty-five (35), township eighty four (84) north, & range No. eighteen (18) west of the 5th principal meridian, to a point opposite of the N. E. corner of the fence on the north line of Brown & Williams' land, running thence south two hundred &
942 fifty-one and one-half (251½) feet; thence west five hundred & twenty-one & one-half feet (521½); thence north one hundred & forty-six & one-half feet (146½); thence north forty-eight and one-half (48½), east (var. 9° 45′) one hundred & fifty-eight (158); thence east four hundred and three & one-third (403⅓) feet to place of beginning, subject to right of highway as now used, containing two acres $\frac{612}{1000}$.

Also, all that part of lots one (1), two (2), (3) three, four (4), and five (5) in Anson's subdivision of the west half of the southeast quarter of section No. thirty-five (35), lying north of Lynn Creek; and the north half of lots six (6), seven (7), and eight (8) in said subdivision; all in township eighty-four (84) north, and range eighteen (18) west of the 5th principal meridian, according to the recorded plat of said subdivision.

Also, all that portion of the south half of the northeast quarter of section No. thirty-five (35), in township No. eighty-four (84) north,
943 & range No. eighteen (18) west of the 5th principal meridian, lying south of Blair's addition to the town of Marshall, the same having been conveyed by the Blair Town Lots and Land Company to said Turner, Smith & Willigood by deed dated July 25th, A. D. 1871, subject to the following conditions, to wit: The above land is conveyed for the purpose of being used by the Central Railroad of Iowa for machine and

repair shops at Marshall, and if not used within two (2) years from date hereof, or if said company ever abandon said land, or ceases to use it for the purposes aforesaid, then said land is to revert to said grantors by refunding the purchase-money; to have and hold the same, with all the appurtenances thereto belonging, or in any wise appurtaining, unto the Central Railroad Company of Iowa, its succesors and assigns forever, subject, however, to the conditions and terms hereinafter contained, provided always that the said Central Railroad Company of Iowa 944 shall, on or before the first day of January, A. D 1873, erect on said lands at least one round-house of at least eighteen stalls (18) for engines, one foundry, one blacksmith, one locomotive-repair shop, and one car-repair shop, all of brick or stone, and their necessary equipments and appendages, and such other buildings as are requisite to constitute the same the central and principal shops of the company for repairing cars, coaches, and locomotives for the use of said road; and said company, its successors, and assigns, shall keep up and maintain said shops and buildings, and use the same at said Marshalltown, and make said Marshalltown the terminous of one division of the railroad of said company for the space of one hundred years (100) from and after the completion of said buildings; and if said company and its successors or assigns shall, during said period of one hundred years, manufacture or construct either cars, coaches, or locomotives for the use of 945 said road, such cars, coaches, and locomotives shall be manufactured and constructed upon said lands, or other land contigious thereto; and in case said Central Railroad Company, its successors or assigns, shall fail or neglect to keep and perform said conditions, and to do and perform said acts within the time, in the manner, and according to the terms aforesaid, or shall cease to use said lands, buildings, equipments, and appendages for the purposes aforesaid, or shall remove the same from Marshalltown, or erect or maintain such buildings and appendages as the principal machine, foundry, and car and locomotive repair shops, for the use of said Central Railroad Company of Iowa, its successors or assigns, at some other point on said roads, elsewhere than at the city of Marshalltown, at any time within the space of one hundred years (100) as aforesaid, the title of said lands, with all and singular the buildings, improvements, and equipments, & appertena'ces thereto, shall, upon such default, be and become the property of the city 946 of Marshalltown, Iowa, in trust for school or manufacturing purposes, or both, at the discretion of the proper authorities of the city of Marshalltown, Iowa; and all right and title and interest of the said Central Railroad Company of Iowa, its successors and assigns, in and to the same shall be and become extinguished and void to all intents and purposes, excepting only as to such lands as may have been conveyed to other parties as hereinafter provided; and the said trustees do covenant by and with the second party (anything to the contrary herein notwithstanding) that they, the said first party, or a majority of them, will, if then residing in said county of Marshall, or request of the president of the Central Railroad of Iowa, join with the second party in an absolute conveyance, or make a separate conveyance releasing all conditions herein of any po'tion of the foregoing real estate, not to exceed three (3) acres to any one party, persons, company or corporation, all right and title and interest now vested in said trustees, 947 and not hereby conveyed to said Central Railroad of Iowa, to said po'tion or amount of land, provided such person or company or corporation find itself with sufficient and satisfactory guarantee to erect or construct within a reasonable time thereon such improvements,

buildings, machinery, factories, or manufactories of a value, exclusive of the real estate, of not less than (5,000) five thousand dollars, as shall be of permanent material and substantial advantage to the said city of Marshalltown in respects to the public interest. In case of the absence from said county of Marshall of a majority of said trustees, or inability of a majority of them to act in this regards, that the common council of the city of Marshalltown, by proper ordinance or other competent, proceeding, may, and hereby empowered and authorized, to join the second party and its successors in such absolute unconditional convey-
948 ance, or to make a seperate deed conveying all contingent inter-
est, right, and title whatsoever, not hereby vested in said second party; and of said railroad company of Iowa, its successors or assigns or lessees, shall erect any building or buildings for manufacturing purposes, or if the said railroad company shall bind itsself, with satisfactory sureties, within a reasonable time, to build such manufacturing establishments, or to cause the same to be done, other then such as are embraced in the general and principal car, coach, and locomotive repair and manufacturing shops of said company, its successors and assigns, and such other buildings as properly appertain thereto, that the said trustees living in said county hereby covenant, on demand of the president of said company, to convey all right and title, contingent or otherwise, still vested in them to said railroad company, and in case of the absence of a majority of them, or of their inability to act, then the said common counsel is hereby empowered and authorized to so con-
949 vey, provided that in the opinion of a majority of the common
council aforesaid said building or buildings are or will be permanent and substantial advantage to Sandy City, and that an unnecessary quantity of land is not required. It is further provided, however (anything herein to the contrary notwithstanding), that said trustees or common counsel shall in no case be required to make any deed or release whatsoever untill after said second party have erected the buildings and performed all the conditions on its part, as herein contemplated to be done, on or before the 1st day of January, A. D. 1873, and the said John Turner, Delano T. Smith, and Edward Willigood, each for himself, hereby covenants that he has in no manner encumbered said premises; that he conveys hereby all title and interest received by him in pursuance of said trust, excepting as herein set forth, and that he will forever and defend the premises against all per-
950 sons lawfully claiming the same, or any part thereof, by, under,
or through him; and for the purpose of vesting said lands according to the true intent and meaning hereof in said contract Railroad Company of Iowa, its successors or assigns, free from the apperant cloud open the title by reason of said lands having been conveyed to said John Turner, Delano T. Smith, and Edward Willigood, in their private and individual names, we, M. P. Turner, wife of the said John Turner, and Mattie P. Smith, wife of the said Delano T. Smith, and Catherine Willigood, wife of the said Edward Willigood, hereby severally relinquish their dower, and right of dower, which we severally have or appear in said premises. The acceptance of this deed, with its conditions and requirements, is deemed to be, and is, an acknowledgment by the party of the second part that it covers and includes all the land that is and shall be required of the people of Marshall Township and
951 the city of Marshalltown for all shops and other buildings herein
above referred to, and is so understood at the time of the delivery hereof.

In witness whereof we have hereunto set our hands this 7th October, A. D. 1871.

(S'g'd)
JOHN TURNER.
M. P. TURNER.
DELANO T. SMITH.
MATTIE P. SMITH.
EDWARD WILLIGOOD.
CATHERINE WILLIGOOD.

[13 stamp cancelled.]

STATE OF IOWA,
Marshall Co., ss:

Be it remembered, that on the 9th day of October, 1871, before the undersigned, a notary public in and for said county, came John Turner, M. P. Turner, Delano T. Smith and Mattie P. Smith, and Edward Willigood and Catherine Willigood, to me personally known to be the identical persons whose names are subscribed to the foregoing as grantors, and acknowledged the instrument to be their voluntary act and
952 deed, and that they executed the same for the purposes therein expressed.

As witness my hand and seal notarial the day and year last above written.

[L. S.] (S'g'd) MYRON W. SCOTT,
Notary Public.

COLLECTOR'S OFFICE 6TH DIST.,
Marshalltown, Iowa, Oct. 12th, 1871.

This is to certify this instrument. This was presented to me for decision as to the amount of stamps required on said instrument, and that the amount agreed upon by the parties, to wit, $13, is fully sufficient, and fulfills all the requirement of the revenue stamp act of the U. S.

[SEAL.] (S'g'd) T. E. MCCRACKEN,
Collector 6th Dist. Iowa.

953 STATE OF IOWA,
Marshall Co., ss:

I, N. C. Messenger, recorder in and for the above county and State, do hereby certify the above and foregoing to be a true and correct copy of the deed from John Turner et al. to the C. R. R. of Iowa, as true and correct as the same remains of record in my office.

Witness my hand at Marshalltown this 22nd day of December, 1874.
(S'g'd) N. C. MESSENGER.

Filed for record Oct. 13, A. D. 1871—9 o'clock a. m.

F. M. THOMAS,
Recorder.

This petition was duly served on us this 3rd day of May, A. D. 1875, and a copy of the same presented to us and accepted.
MAY 3, '75.

To the honorable the U. S. c't court, Iowa dist.:

954 The undersigned asks the attention of the court to the manifold advantages to be derived to the Central Railroad if order shall be made and the relief prayed for be granted.

(S'g'd) D. N. PICKERING,
Receiver.

(Endorsed:) The Farmers' Loan and Trust Company vs. The Central R. R. of Iowa. Circuit court of the United States of America, district of Iowa. Petition of Marshall T'p, Marshall Co., I'a, and the city of Marshalltown, I'a, intervenors. A copy served on me 3 May, 1875. Grant for F. L. & T. Co. Filed May 8, 1875. George B. Corkhill, clerk. P. M. Sutton, solicitor, Marshalltown, I'a.

955 On the 22 day of June, 1875, there was filed in said cause by its att'ys the answer of the Central R. R. Co. of Iowa, which is in the words and figures following, to wit:

956 *Answer of the Central Railroad Co. of Iowa.*

In circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
CENTRAL RAILROAD COMPANY OF IOWA.

The defendant, the Central Railroad of Iowa, admits the contract & exhibit named in the first paragraph in petition of the civil township of Marshalltown & city of Marshall, in Marshall Co., Iowa.

This defendant admits that the civil township of Marshall voted a tax as stated, & the one-half of which has been paid, & admits all the allegations of said paragraph.

The defendant admits the purchase & conveyance of the 40 acres of land named, as stated, & admits its present value, as stated, with the improvements this def't has placed thereon, as stated in the third paragraph in petition.

This defendant, the Central Railroad of Iowa, has neglected to erect said foundary & machine repair shops because of want *of want* of funds, but have comme'ced the same & have expended some $7,000 on the 957 foundations & said tracks to accommodate them, & admits they have failed to remove said shops, but is willing, by its receiver, so to do if the court will make the necessary order empowering him so to do.

Admits the allegation in 5th paragraph in said petition, as stated, so far as any fact proposition is concerned, but say this company do not express any opinion as to the rights of pl'ff to a vendor's lien on said road.

(S'g'd) THE CENTRAL RAILROAD COMPANY OF IOWA,
Per BROWN, STONE & SEARS, *Its Atty's, &*
D. N. PICKERING, *Its Receiver.*

958 On the 8th day of May, 1875, H. E. J. Boardman filed in said clerk's office his claim for services, a true copy of which is as follows, to wit:

959 FARMERS' LOAN & TRUST CO.
vs.
C. R. R. OF IOWA ET ALS.

MARSHALLTOWN, IOWA, *Apr.* 30, 1875.

The Central R. R. Co. of Iowa D'r to H. E. J. Boardman.

To services as an attorney for months of Jan'y, Feb'y, March, and April of 1875, at $125.00 per month, as per salary and contract with board of directors in Aug., 1873	$500 00

Aug. 11, '74.	To Davenport, for the company, before Judge Dillon	$100 00
Oct. , '74.	To Des Moines cir. c't, 5 days, for the company.	$100 00
Jan'y 4, '75.	To Davenport, for the company, before Judge Dillon, 3 days	$100 00
	Total	$800 00

NOTE. By resolutions of the board of directors and written contract the above salary was not to include business outside of Marshall County.

960 STATE OF IOWA,
Marshal' Co.:

I, H. E. J. Boardman, on oath say that the above account and recitals are true and just, and that I have not heretofore nor as yet received anything whatever toward or on account of said salary and services.
(S'g'd) H. E. J. BOARDMAN.

Subscribed in my presence and sworn to before me by H. E. J. Boardman, this 30 day of April, 1875. See my hand and seal.
[SEAL.] (S'g'd) C. E. BOARDMAN,
Notary Public, Marshall Co., Iowa.

STATE OF IOWA, *Marshall Co.:*

I, D. N. Pickering, receiver and gen'l sup't of the Central Railroad Co. of Iowa, do hereby certify that I have personal knowledge that the resolution referred to was passed, and that the services claimed 961 to have been rendered were actually rendered; that no part of the same said acc't has been paid, and it is now justly due in my belief.

Dated Apr. 30, 1875.
(S'g'd) D. N. PICKERING,
Receiver and General Sup't.

(Endorsed:) Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa et al. Claim and account of H. E. J. Boardman. A copy of this bill has been presented to me. James Grant for F. L. and T. Filed May 8, 1875. George B. Corkhill, clerk.

962 On the 7 day of September, 1875, H. E. J. Boardman filed in said clerk's office his additional claim, notice and affidavit, true copies of which are as follows, to wit:

963 *The Central R. R. Co. of Iowa D'r, to H. E. J. Boardman.*

1875.	To salary at 125.00 per month from Jan'y 1, '75, to Sep. 1, '75	$1,000 00
	To Oct. T. ct., Des Moines, 1874	100 00
	To Davenport, before Judge Dillon	100 00
Feb'y	" " 2d time	100 00
		$1,300 00

Attest: H. E. J. BOARDMAN.

(Endorsed:) Filed Sep. 7, 1875. George B. Corkhill, clerk.

964 *Notice of motion.*

In cir. c't U. S., 1875.

THE FARMERS' LOAN AND TRUST CO., TRUSTEE,
v.
CENTRAL R. R. OF IOWA ET ALS.

To Mess. GRANT AND SMITH,
Att'ys for Pl'ff:

On next September rule day Mess. Boardman and Williams, as att'ys for H. E. J. Boardman, will cause to be presented for determination and allowance by the court that certain bill or account of said Boardman for att'y fees for services in behalf of the defendant railroad. The original of said bill is on file and has heretofore been submitted to your consideration.

(S'g'd). BOARDMAN AND WILLIAMS,
Att'ys for H. E. J. Boardman.

Dated Aug. 10, '75.

We acknowledge due and legal service of above notice this 13 day of Aug., 1875.

(S'g'd) GRANT AND SMITH,
Att'ys for Pl'ff.

(Endorsed:) Filed Sep. 7, 1875. George B. Corkhill, clerk.

965 *Affidavit.*

STATE OF IOWA,
Marshall County:

I, H. E. J. Boardman, on oath say that since about June, 1873, I have been in the employ of the Central Railroad of Iowa, at a salary of one hundred and twenty-five dollars a month; that my engagement and employment as aforesaid was in pursuance of a resolution of the board of directors, it being understood and agreed that said sum should be in full for all services whatever in Marshall County, including trials, negotiations, advice, office work, &c., and that for services outside of the county such additional compensation should be received as might be regarded reasonable.

It is in accordance with said contract of employment that my bill now before the court is presented for allowance. I have given considerable time to the affairs of the company, and think the amount 966 of service with the sum charged if estimated on a quantim meruit. In the course of such employment I have had occasion to defend in court personal damage cases with considerable success, and have had frequent occupation over and upon that class of business and cases which are made by law a lien superior to the bondholders'. In particular I have had occasion to and have refused several cases in which death by reason of alleged negligence was the cause of action, being bound by the general retainer and employment above mentioned to take no case against the railroad company. Further saith not.

(S'g'd) H. E. J. BOARDMAN.

Subscribed in my presence and sworn to before me by H. E. J. Boardman this 3r' day of September, 1875. Witness my hand and seal official.

[SEAL.] (S'g'd) C. E. BOARDMAN,
Notary Public, Marshall Co., Iowa.

(Endorsed:) Filed Sep. 7, 1875. George B. Corkhill, Clerk.

967 On the 13th day of January, 1876, H. E. J. Boardman filed in said clerk's office his supplemental bill, a true copy of which is as follows, to wit:

968 *Supplemental claim and account of H. E. J. Boardman.*

In cir. c't U. S., dist. of Iowa. Jan'y sp. T., 1876.

THE FARMERS' LOAN & TRUST CO.
vs.
THE CENT'L R. R. CO. OF IOWA ET AL.

Now comes H. E. J. Boardman & claims of Cent'l R. R. Co. (by way of supplement to bill still pending) the sum of $125.00 per month for mo's of May to Dec., 1875, inclusive—total $1,000.00; also for attendance at Des Moines & Davenport in behalf of said company at four different times, including Oct. T., 1875, & Jan'y sp. T., 1876—total $400.00. Said Boardman avers that he has not been paid any portion of the above, & that during all of the year 1875 he was retained by said company, as shewn in the original claim, & that the above is just, true, and due.

Applicant also alleges that the same am't p'r month is claimed and should be added during the year 1876, prior to final adjudication, & prays an order that the receiver be ordered to pay same out of 969 first available funds, with interest from time each payment became due. This bill does not include such compensation as applicant may be entitled to for services performed at request of Bost. and N. Y'k committees of bondholders.

(S'g'd) BARCROFT, GIVEN & DRABELLE,
Att'ys for Applicant.

I, H. E. J. Boardman, on oath, say I am the above applicant, have read the foregoing, & same is true, as I verily believe.

(S'g'd) H. E. J. BOARDMAN.

Subscribed in my presence & sworn to before me by H. E. J. Boardman this 13th day of Jan'y, 1876. See my hand & seal official.

[SEAL.] (S'g'd) JOHN H. DRABELLE,
Notary Public.

(Endorsed:) The Farmers' Loan & Trust Co. vs. The C'l R. R. Co. of I. Supplemental bill of H. E. J. Boardman. Filed Jan. 13, 1876. George B. Corkhill, clerk.

970 On the 15th day of January, 1876, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

971 United States circuit court, district of Iowa. October term, 1875.
Saturday, January 15th, 1876.

FARMERS' LOAN AND TRUST CO.
vs. No. 501. Eq.
THE CENTRAL R. R. CO. OF IOWA.

In this cause the claim of H. E. J. Boardman is referred to John N. Rogers, esq., who is hereby appointed a special master of this court for the purpose to ascertain and report his findings of fact and conclusions of law thereon to this court at the next term thereof. Said master will fix time and place of hearing on application of any party in interest, or on his own motion.

972 On the 8th day of May, 1875, the Haskell & Barker Car Company, by its att'ys, filed in said clerk's office its petition of intervention, which said petition is in the words and figures following, to wit:

973 [T. J. Fletcher, auditor.]

CENTRAL RAILROAD OF IOWA, AUDITOR'S OFFICE,
Marshalltown, I'a, April 21st, 1875.

D. N. PICKERING, Esq.,
Gen'l Sup't & Receiver:

DEAR SIR: The papers in the Haskell and Barker claim are returned herewith. I find the amount due them March 1st, 1875, to be sixty-five hundred seventy-one & $\frac{18}{100}$ (6,571$\frac{18}{100}$) dollars, as per statement below.

Yours respectfully,
(S'g'd) T. J. FLETCHER, *Auditor.*

On note dated June 7th, '72, @ 6 months		$5,202 08
Balance of interest due M'ch 1st, '75		736 96
		5,939 04
On note dated June 7th, '72, @ 4 mo's	5,143 47	
Less amount of partial payment	4,993	
	150 47	
Balance of interest due M'ch 1st	481 67	
		632 14
		$6,571 18

974 N. B.—With the correction herein made, the undersigned recommends the passing the account by the court and making order as prayed for.

(S'g'd) D. N. PICKERING, *Receiver.*

UNITED STATES OF AMERICA,
District of Iowa, ss:

In the circuit court of the United States for the district of Iowa.

FARMERS' LOAN AND TRUST COMPANY OF NEW YORK
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

To the honorable judge of said court:

Your petitioner, Haskell and Barker Car Company, a corporation duly created by the laws of the State of Indiana, would respectfully represent unto your honor that the defendant, The Central Railroad 975 Company of Iowa, on the 20th day of May, A. D. 1872, entered into a certain contract or agreement in writing with your petitioner, a copy of which is hereto attached and marked "Exhibit A," and to which your petitioner begs leave to refer as a part of this petition, and as showing in detail the contract between the parties thereto.

Your petitioner further shows that in pursuance and in accordance with the terms of said contract, your petitioner delivered to said railroad company two first-class passengers cars and two baggage cars, and said railroad company, in addition to its cash payment, executed and delivered therefor to your petitioner its two certain promissory notes, each dated June 7th, 1872, and due respectively in four and six months after date, each of said notes including in their principal amount interest at the rate of seven per cent. per annum until maturity, and bearing interest after due at the rate of ten per cent. per annum, the first of said notes being for the sum of $5,143.47; the second being for the sum of $5,202.08. 976

Your petitioner further shows that only partial payments have been made upon said notes, and that there is now justly due and owing to your petitioner on said first note the sum of $659.75, and on said second note 5,955.86, making a total of $6,615.61, which amount your petitioner avers is wholly and justly due and unpaid and owing your petitioner under said contract, after allowing all just offsets, deductions, and allowances.

Your petitioner begs leave to refer to a statement of the amount so due as aforesaid, hereto attached and marked "Exhibit B."

Your petitioner further shows that by the terms of said contract said cars were to remain the property of your petitioner until paid for in full, and that said cars should be and remain personal property until the price agreed upon should be fully paid, and that if default should be made by said railroad company in the payment of any or either of said notes your petitioner should have the right to reclaim and take possession of said cars, or any one or more of them, wherever the same may be, and recover them from the possession of said railroad company or any person or corporation having the possession of the same, and sell or otherwise dispose of the same as it shall think proper. 977

Wherefore your petitioner prays that the receiver in the above-entitled cause may be ordered and directed by this honorable court to pay to your petitioner the amount due it from said railroad company upon said notes according to the terms of said contract.

And as in duty bound your petitioner will ever pray, &c.

March 1st, 1875.

(S'g'd) HASKELL & BARKER CAR CO.,
By F. HASKELL, *Pres't.*

978 STATE OF ILLINOIS,
County of Cook, ss:

On this sixth day of March, A. D. 1875, personally appeared before me Frederick Haskell, and made oath and says that he has heard read the foregoing petition and knows the contents thereof, and that the same are true of his own knowledge.

Affiant further says that he is president of Haskell and Barker Car Company, and makes this affidavit on its behalf.

(S'g'd) F. HASKELL.

Subscribed and sworn to before me this sixth day of March, 1875.

[SEAL.] EDWARD W. RUSSELL,
Notary Public in and for the County of Cook, State of Illinois.

979

EXHIBIT A.

This agreement, made this 20th day of May, 1872, by and between the Haskell and Barker Car Company of Michigan City, Ind., party of the first part, and the Central Railroad of Iowa, party of the second part, witnesseth:

That said party of the first part, in consideration of the agreements
and covenants of the party of the second part hereinafter contained,
agree to furnish for the use of the said party of the second part two
first-class passenger-cars and two baggage-cars, delivered on the track
of the Michigan Central R. R. Co. at Michigan City, Ind., on or before
the 10th day of June next, said cars to remain the property of the said
party of the first part until the said party of the second part shall have
fully complied with its agreements hereinafter contained, and they
shall have been paid for in full by said party of the second part.
980 And the said party of the second part agrees, upon receiving said
cars or any portion thereof, to pay to the said party of the first
part the sum of $1,700 dollars on each passenger-car and $783.33 on each
baggage-car per car for each and every car so furnished and received by
it, and to execute and deliver to the parties of the first part its notes for
the further sum of $1,700 on each passenger-car and $783.33 on each
baggage-car, payable in 4 months, and $1,700 on each pass.-car, paya.
in 6 months, and $783.33 on each baggage-car paya. in 6 months, with
int. at 7 p'r ct. p'r annum, notes paya. Merchants' National Bank at
Chicago, Ill. The full price of each pass.-car is $5,100; the full price of
each baggage-car is $2,350, paid and agreed to be paid for the furnishing of each and every of said cars; and upon the payment of said notes,
and each and every of them, together with the said cash payment
981 of ($4,966.66) forty-nine hundred sixty-six and $\frac{66}{100}$ dollars, the said
parties of the first part agree to sell and convey to said party of
the second part all and every of the cars so furnished and received by
said second party.

It is expressly understood and agreed by and between the said parties
that said cars shall be and remain personal property until the price
above specified shall be fully paid, and that if default shall be made by
said party of the second part, in the payment of any or either of the
notes so to be given by it as aforesaid, or in the performances of any of
its agreements herein contained, the said party of the first part shall
have the right to reclaim and take possession of said cars, or any one or
more of them, wherever the same may be, and recover them from the
possession of said party of the second part, or any person or corporation
having the possession of the same, and sell or otherwise dispose
982 of the same as they shall think proper.

(S'g'd)

THE CENTRAL R. R. CO. OF IOWA,
By C. C. GILMAN, *Pres't.*
F. HASKELL,
Pres't Haskell and Barker Car Co.

(Copy of contract.)

[Stamp.]

EXHIBIT B.

The Central Railroad Company of Iowa to Haskell and Barker Car Co., Dr.

1872.			
June 7.	For 1 note at 4 months	$5,143 47	
	Int. to M'ch 1, '75	1,191 97	
		6,335 44	
	By payments and int. to M'ch 1, '75	5,675 69	
	Bal. due M'ch 1, '75		659 75
June 7.	For 1 note at 6 months	$5,202 08	
	Int. to M'ch 1st, '75	1,243 90	
		6,445 98	
	By payments and int. to M'ch 1st, '75	490 12	
	Bal. due M'ch 1st, '75		5,955 86
	Total		$6,615 61

The notes draw ten per cent. interest after due.

983 STATE OF ILLINOIS,
County of Cook :

Frederick Haskell, of the city of Chicago, being first duly sworn, on oath deposes and says that the foregoing account, marked "Exhibit B," of Haskell and Barker Car Company against the Central Railroad Company of Iowa is just and unpaid, and that all credits and offsets thereto have been allowed; that affiant is president of said car company and makes this affidavit on its account.

(S'g'd) F. HASKELL.

Subscribed and sworn to before me this 6th day of March, A. D. 1875.

[SEAL.] (S'g'd) EDWARD W. RUSSELL,
Notary Public in and for the County of Cook and State of Illinois.

(Endorsed :) Original petition. Haskell and Barker Car Company to the U. S. circuit court, district of Iowa, in the case Farmers' Loan & Trust Company vs. Central R. R. Co. of Iowa.

A copy of this petition has been served on me 3 May, 1875.

(S'g'd) JA'S GRANT,
For F. L. and T. Co.

Filed May 8, 1875. George B. Corkhill, clerk.

984 On the 21st day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit :

985 United States circuit court, district of Iowa, October term, 1875.
Thursday, October 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
"Haskell & Barker Car Company," petitioners.
No. 501. Eq.

It is ordered herein that the balance due the above petitioners for cars as alleged in their petition, not exceeding in all the sum of sixty-five hundred and seventy-one and $\frac{18}{100}$ dollars, as principal *to* be paid them by the receiver from time to time as the earnings of the road and the state of the funds in his hands may in his judgment warrant.

(S'g'd) JOHN F. DILLON,
Judge.

986 On the 13th day of May, the same being of the May term, 1875, of said court, there appears in the records of the proceeding thereof in said cause the following entry, to wit:

987 United States circuit court, district of Iowa, May term, 1875.
Thursday, May 13th, A. D. 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.
No. 501. Eq.

It is ordered by the court that D. N. Pickering, the receiver heretofore appointed, pay in due order to Seevers & Cutts seven hundred and sixty dollars, the same being the amount of their bill on file for legal services.

(Signed) JOHN F. DILLON,
Judge.

988 On the 13th day of May, 1875, Brown, Stone & Sears filed in said clerk's office their petition for allowance of fees, a true copy of which is as follows, to wit:

989 In the circuit court of the United States, district of Iowa.

IN THE MATTER OF THE APPLICATION OF Brown and Sears, and Brown, Stone and Sears for an order directing D. N. Pickering, receiver, to pay attorneys' fees.
In chambers.

Come now the petitioners, Brown, Stone and Sears, and pray the court to direct D. N. Pickering, receiver, etc., to pay the attorneys' fees of petitioners, for particulars of which see Exhibit A & B, hereto attached and made part hereof.

(S'g'd) BROWN, STONE AND SEARS,
For themselves and Brown and Sears.

990 EXHIBIT A.

STATE OF IOWA,
Marshall Co., ss:

I, R. E. Sears, on my oath, say I am the Sears of the former law

firm of Brown and Sears; that said Brown and Sears were employees of the Central Railroad Co. of Iowa, being employed in defending the numerous suits brought against the said R. R. Co. of Iowa along its line of road; that on December 31st, 1874, the said railroad company of Iowa was indebted to said Brown & Sears in the sum of five hundred seventy-two and $\frac{69}{100}$ dollars for legal services rendered said company; that said Brown and Sears drew three drafts, as follows: One for one hundred seventy-two & $\frac{69}{100}$ dollars, due in 30 days from Jan'y 2d, 1875; one for two hundred dollars, due 85 days from Jan'y 2d, 1875; and one for two hundred dollars, due in 95 days from Jan'y 2d, 1875, on said railroad co., and the same were accepted by D. N. Pickering as
991 provisional receiver. And I further say that I have had charge of the books of said Brown & Sears, and that said sum of $572.69 was justly due the said Brown and Sears, and was so shown by their books, and said books are correct; and that said drafts or acceptances were for work and labor done by us as the attorneys of said R. R. Co., and does not include the services in Brown, Stone & Sears' bill.

(S'g'd) R. E. SEARS.

Subscribed and sworn to before me and in my presence by R. E. Sears this Jan'y 25th, 1875, as witness my hand and seal notarial.

[SEAL.] (S'g'd) W'M SMYTHE,
Notary Public, Marshall Co., Iowa.

(Exhibit A.)

992 EXHIBIT B.

STATE OF IOWA,
Marshall Co., ss:

I, R. E. Sears, being sworn, on oath say, I am one of the firm of Brown, Stone & Sears; that I have charge of the books of said firm; that on the 31st day of December, 1874, the Central Railroad Co. of Iowa was indebted to said firm, Brown, Stone and Sears, in the sum of one hundred fifty-one and $\frac{50}{100}$ dollars for legal services rendered said railroad company during the month of December, 1874; that said rail road company settled the said account by giving Brown, Stone & Sears its acceptance accepted by D. N. Pickering, provisional receiver, due in 95 days from January 2d, 1875; that said account was *was* just, due, and unpaid, and that said acceptance is still held and owned by said Brown, Stone & Sears, and is unpaid, and that said acceptance was so given for work and labor done and performed by said attorneys (Brown,
993 Stone and Sears, at the request of said railroad co., in defense of the suits), brought against said railroad company of Iowa.

(S'g'd) R. E. SEARS.

Subscribed and sworn to before me, and in my presence, by R. E. Sears this Jan'y 25th, 1875, as witness my hand and seal notarial.

[SEAL.] (S'g'd) W'M SMYTHE,
Notary Public, Marshall Co., Iowa.

(Endorsed:) In U. S. C. court, dist. of Iowa. Matter of application of Brown, Stone and Sears for order to receiver to pay fees. Original. Filed May 13, 1875. George B. Corkhill, clerk.

994 On the 20th day of May, 1875, the same being of the May term of said court, there appears in the records of the proceedings o said court in said cause the following entry, to wit:

995 United States circuit court, district of Iowa, May term, 1875.
Thursday, May 20, 1875.

FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL R. R. CO. OF IOWA. } No. 501. Eq.

Whereas, it appears that T. Brown purchased, on an execution and judgment and order of the district court of Iowa in and for Mahaska County, certain rights of way held by said court to be subject to the judgment, certain lands, being land the track of the Central Railroad Company of Iowa is laid upon in said Mahaska County, described in a sheriff's deed to said T. Brown, and the execution was issued in 996 a cause of John S. Lacy versus The Iowa Central Railroad Company, the only sheriff's deed in said county given in a cause where John S. Lacy was plaintiff. It is ordered, D. N. Pickering, receiver, shall pay T. Brown seventy-five dollars, upon his conveying any interest he has in said lands, out of any money he holds as receiver of the said Central R. Road Company of Iowa.

(Signed) J. M. LOVE.

997 United States circuit court, district of Iowa, May term, 1875.
Thursday May 20th, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA. } 501. Eq.

This cause coming up for hearing before the court, on motion of Brown, Stone and Sears, att'ys for def't, in the bill for services of Brown & Sears rendered before Dec. 31, 1874, for five hundred seventy-two $\frac{69}{100}$ dollars ($572.69), for services as attorneys for said road, for services rendered by them as att'ys professionally & cash & disbursements, and for like services rendered by Brown, Stone and Sears, in the 998 month of December, 1874, in the sum of ($150.50) one hundred and fifty dollars fifty cents, and it appearing said bill was just, and said services were performed at request of D. N. Pickering, provisional receiver, in defending suit for damages against said road, it is hereby ordered by the court that said receiver pay the same out of any money in his hands as receiver.

(Signed) J. M. LOVE.

999 On the 5th day of July, 1875, the receiver of said def't, by his said attorneys, filed in said clerk's office, in said cause, a notice and pet'n for injunction vs. Catherine Finch, a true copy of which is as follows, to wit:

1000 *Notice.*

In circuit court of United States for the district of Iowa. In equity

THE FARMERS' LOAN & TRUST COMPANY
against
THE CENTRAL RAILROAD COMPANY OF IOWA. }

To Catherine Finch, Bush & Bush, & Hontshone & Finch, her attorneys, & H. H. Schill, sheriff of Cer'o Gordo County, Iowa:

Take notice that a petition will be presented & filed in the circuit

court of the United States in the State of Iowa, by D. N. Pickering, the duly appointed receiver of the Central Railroad Company of Iowa, in the above entitled cause, asking an injunction against you enjoining you from selling certain judgments & property in the hands of said receiver, levied on by you in Cer'o Gordo County, Iowa, under an execution issued on a judgment in favor of Catherine Finch and against the Central Railroad Company of Iowa, rendered by the circuit court of the State of Iowa, in for Hancock County, and asking you to be punished for contempt in interfering with the property in the
1001 possession of said receiver, held under the order of the circuit court of the United States for the district of Iowa, & said petition will be presented to the Hon. James M. Love, one of the judges of said court on the 5th day of July, A. D. 1875, at the city of Keokuk, in the State of Iowa, at chambers, asking such injunction, an order to show cause why you interfere with the rights of said receiver, & you are made parties to said petition, & you can appear & show cause why said injunction be not granted, if you see proper.

(Signed)

BROWN, STONE & SEARS,
Attorneys for Petitioners.

STATE OF IOWA,
Cer'o Gordo Co:

I hereby accept due & legal & service on the within at Mason City, Iowa, this 29th day of June, 1875.

(Signed) **W. H. SCHILL,**
Sheriff of Cer'o Gordo Co., Iowa.

(Signed) **BUSH & BUSH,**

1002 In circuit court of the United States for the district of Iowa. In equity.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
& others.

In the matter of the petition of D. N. Pickering, receiver of the Central Railroad Company of Iowa, against Cathrin French, Bush & Bush, her attorn'ys, & H. H. Schell, sheriff of Cera Gorda County, Iowa.

The petition of D. N. Pickering, plaintiff, represents & shows unto this hon. court that in a certain action pending in this court, to wit, the course above entitled in which the Farmers' Loan & Trust Company, a corporation & citizen of the State of New York, was and is plaintiff, and the Centeral Rail Company of Iowa, a corporation & citizen of the State of Iowa, & others, defendants, this said action & parties being within the jurisdiction of this court and now pending before it this
1003 your petitioner was on the 7th day of January, A. D. 1875, duly appointed receiver of the said Central Railroad Company of Iowa, to take charge of all the property, income, profits, earnings, & receipts of the said Central Railroad Company of Iowa, by this court. A copy of said appointment & power granted to your petitioner is hereto attached, marked "A," & made part hereof, & under said power & ap

pointment so confirmed your petitioner did duly qualify and is such re-receiver, & did take possession of all the property, income, profits, earnings, & receipts of said railroad company, & said appointment now stands on full force & virtue.

Par. 2. Your petitioner shows that afterwards and on the 24 day of March, A. D. 1875, one Cathrine Finch, whom your petitioner makes party to this suit, recovered judgment in the circuit court of the State of Iowa, held in and for the county of Hancock, against the said Central Railroad Company of Iowa, for the sum of four hundred & ninety-six $\frac{70}{100}$ dollars damages & one hundred & twenty-one dollars & seventy cents costs, with interest at six per cent. A transcript of said judgment being hereto attached & marked "B," made part hereof.

1004 Par. 3. Your petitioner charges that said judgment was not rendered in a county through which said Central Railroad of Iowa passes, & is not by law a lien on said railroad having priority ov'r other claims against said railroad, & is in*former* to the lien of the several mortgages sought to be forclosed at the suit of the Farmers' Loan & Trust Company in the principal suit under which your petitioner was appointed, & the Central Railroad Company of Iowa is largely insolvent, as appears to this court, & said judgment was not rendered for any claim coming under the cat*e*gory of operating expenses, & the pretended cause of action arose more than two years ago.

Par. 5. Your petitioner further shows that said Cathrine Finch & her attorn'ys, Bush & Bush and Hartshorn & Flint, & said H. H. Schell, the sheriff of Cero Gordo County, Iowa, had full knowledge that your petitioner was receiver of the Central Railroad Company of Iowa long before & at the time of the grievances hereinafter complained of*f*,
1005 knew he was in possession of the property, assetts, income, earnings, & profits of said railroad company.

Par. 6. Your petitioner shows that on 12 day of May, A. D. 1875, said Cathrine Finch, by her said attorneys, Hartshorn & Flint, & Bush & Bush, caused a transcript of said judgment rendered by said circuit court of the State of Iowa aforsaid, and against the Central Railroad Company of Iowa, afor'said, to be filed in the office of the clerk of the circuit court of Cero Gordo County, Iowa, and an execution to be issued therein & directed to & placed in the hands of the sheriff of Cero Gordo County, Iowa, to wit, H. H. Schell aforesaid, and said H. H. Schell has under said writ, a copy of which is hereto attached, marked "C," and made part hereof, seized & levied upon certain judgments set forth in the notice of sheriff sale following, & in the margin on this page, marked D, seized upon the judgments & choses in action therein named, being the property of the said Central Railroad Company of Iowa, & in possession o your petitioner, & advertise them for sale on the 10th day of July
1006 1875, which levy & seizure is unlawful & without the authority
of any court and without any application to this court or to said receiver, & is an unlawful interference with said receiver's possession & without authority, & is wholly illegal both as to the manner of seizure & sale & as to the interferance with the assetts of said Central Railroad Company of Iowa, & is in contempt of the appointment of this court & the property in its hands through it receiver.

D.—Sheriff's sale.

By virtue of an execution directed to me from the clerk of the circuit court of Hancock Co., Iowa, on a judgment obtained in said court on the 24th day of March, 1875, in favor of Cathrine Finch, as plaintiff, & against

the Central R. R. Co. of Iowa, as defendant, for the sum of four hundred ninety-six & $\frac{70}{100}$ dollars, and costs taxed at $121.70 and accruing costs, I have levied upon the following personal property taken as the property of said defendant, to satis' said execution, to wit: The judgments against the following-named persons on judgment docket No. one (1) of the circuit court of the State of Iowa, in and for Cerro Gord' County, for the amounts hereinafter named, to wit:

1007 On page 135, judgment against Horrace Green for $114.06 and costs.
On page 161, judgment against W. S. Harding for $24.60 and costs.
On page 195, judgment against Jacobs & Becker for $360 and costs.
On page 255, judgment against S. B. Dexter for $32.10 and costs.
On page 256, judgment against C. C. Doolittle for $100 and costs.
On page 256, judgment against W. H. Mason for $16.64 and costs.
On page 248, judgment against Geo. L. Bunce for $93.25 and costs.
On page 247, judgment against W. W. Allen for $197.75 and costs.
On page 257, judgment against W'm Hurd for $50.77 and costs.
On page 135, judgment against Ira. W. Shaffer for $28.10 and costs.
On page 221, judgment against L. J. Waterbury for $24.61 and costs.

And will offer the same for sale to the highest bidder for cash in hand on the 10th day of July, A. D. 1875, in front of the court-house door in Mason City, Cerro Gordo County, Iowa, at the hour of 2 o'clock
1008 p. m. of said day, when and where due attendance will be given by the undersigned.

Dated at sheriff's office, Mason City, June 16th, 1875.

H. H. SCHELL,
Sheriff of said County.

(41 W. 2, P. Fs. 9, 40.)

Par. 7. Your petitioner therefore pray' that an order & writ of injunction issue from this court directed to Cathrine Finch & H. H. Schell, sheriff of Cero Gordo County, enjoining them from selling said judgments or said execution, or requiring them to appear before this court & show cause why they should not be punished for contempt for interfering with the possession of said receiver, & that said H. H. Schell, sheriff, 'is deputies & agents, & Cathrine Finch be each peremptorily commanded and enjoined from interfering with the possession of said receiver, & such other relief as may be just & equitable.

[SEAL.] (Signed) BROWN, STONE & SEARS,
Att'ys for D. N. Pickering, Receiver.

1009 STATE OF IOWA,
Marshall County:

I, D. N. Pickering, on my oath, do say I am the pl'ff in this petition, & that I have heard the same read & know the contents thereof, & the same is true as well as the exhibit attached as I verily believe.

(Signed,) D. N. PICKERING.

Subscribed & sworn to in my presence and before me by D. N. Pickering this 28th day of June, A. D. 1875.

[SEAL.] (Signed) W'M SMYTHE,
Notary Public, Marshall County, Iowa.

REC. 175—17

1010 A.

D. N. PICKERING, RECEIVER OF THE CENTRAL Railroad Company of Iowa,
v.
CATHRINE FINCH, H. H. SCHELL, SHERIFF of Cero Gordo County, Iowa, & the Central Railroad Company of Iowa.

It is ordered that the applications for a receiver be, and the same is granted, and D. N. Pickering, heretofore appointed provisional receiver, is hereby continued appointed receiver, with full powers appertaining thereto, to hold said appointment subject to the further order of this court or the judg' thereof.

It is further ordered that said receiver be, and is hereby required to give bonds in the penal sum of fifty thousand dollars, subject to the approval of the judge of said court, within fifteen days from this date, conditioned for the faithful performance of his duties, and that he will make full account, settlement, and payment of the moneys re-
1011 ceived while provisional receiver, and the salary of said receiver
is fixed from this date, and until the next court or further order, at the rate of five thousand dollars per annum.

It is further ordered that said receiver take full charge of all the property, income, profits, earnings & receipts of said Central Railroad Company of Iowa, and the said receiver pay out of the income, receipts and earnings of the road no debt or expense of any kind without special order, of which plaintiffs shall have notice, except such as shall become due, belong to, and become within the category and character of operating expense of the said road, and that no operating expenses made prior to the first day of December last shall in any event be paid, except by such special order.

It is further ordered that said receiver make and file a full written report with the clerk of this court on the 20th day of each month, setting forth all receipts and disbursements made for the preceding month and furnish a copy thereof to one of the attorneys of plaintiff.

It is further ordered that Hiram Price be, and he is hereby, ap-
1012 pointed a special commissioner to examine into and report on the
statement of accounts now made and filed by said receiver, while acting as provisional receiver, and inquire into the management and operation of the road of the company and the administration thereof, and report whether the same are properly and economically conducted, and make any suggestions and recommendations to the court that will tend to the economical conduct of the road. Said special commissioner shall report, also, whether there are any unnecessary employ's or officers of the company, and whether the compensation thereof now paid is reasonable, and what is a reasonable compensation for said employés and receivers. Said receiver is authorized, without any special order, to apply any surplus earnings, after paying current operating expenses, to the payment of arrearages due on the pay-rolls of operatives prior to the first day of December last, and pay acceptances now outstanding for actul operating expenses when due.

(Signed) JOHN F. DILLON, *Judg'.*

1013 B.

Be it remembered that on this 19th day of October, 1874, it being the first day of the regular October, 1874, term of this court, the circuit court of the 12th judicial of the State of Iowa in and for Hancock County, convened at the court-house in Concord, said county, at which were present the Hon. Robert G. Reiniger, sole presiding judge, John F. Veits, sheriff, and C. C. Doolittle, clerk of said court, when the following among other proceedings were had, to wit:

CATHRINE FINCH
vs.
CENTRAL RAILROAD COMPANY OF IOWA.

On this 19th day of October, 1874, it being the first day of the October term of this court, this case coming on for hearing, plaintiff appeared by her attorneys, Bush & Bush, and defendants appeared by their attorney, Tim Brown. Defendants file their motion for an order to have plaintiff examined by defendant's experts. It is ordered by the court
1014 that the defendant shall have the right to have plaintiff examined by not more than three respectable physicians at a reasonable time and place as to the extent of the injuries complained of by plaintiff.

SECOND DAY'S PROCEEDINGS.

CATHRINE FINCH
vs.
CENTRAL R. R. CO. OF IOWA.

On this 20th day of October, 1874, defendants file their motion to suppress depositions, which motion is sustained by the court as to the 6 interrogatory and answer to D'r G. H. McGorvin, and overruled as to the others. To which ruling of the court defendant excepts.

And on this same day, both parties being ready for trial, a jury was summoned of twelve citizens of the county, good and lawful men, as follows: O. H. Barrett, L. Lamphire, Peter Seibert, R. E. Bailey, George Christee, Albert Hardy, Levi Gortin, John Shoemaker, James Christee, Daniel Robins, A. White, F. W. Comptin; and there being no
1015 objections to the jury, they were accordingly duly sworn and the cause proceeded to trial.

THIRD DAY.

On this 21st day of October, 1874, this cause is submitted to the jury on the evidence produced by the plaintiff and defendant, and the arguments of the counsel and instructions by the court, and the jury retire in charge of a sworn bailiff.

FOURTH DAY.

On this 22d day of October, 1874, it being the fourth day of the October, 1874, term of this court, the jury in this case returned into court with the following verdict:

"We the jury find for plaintiff, and assess her damages at four hundred and seventy-five dollars.

(Signed) "R. E. BAILY,
"*Foreman.*"

And on this same day the defendants filed their motion for a new trial.

Continued.

1016 Be it remembered that on this 23d day of March, 1875, the circuit court of the 12th judicial district of Iowa, in and for Hancock County, convened at the court-house in Concord, at which were present the Hon. Robert G. Reiniger, sole presiding judge, John F. Veits, sheriff, and C. C. Doolittle, clerk of said court, when the following, among other, proceedings were had, to wit:

SECOND DAY'S PROCEEDINGS.

CATHRINE FINCH
vs.
CENTRAL RAILROAD COMPANY OF IOWA. }

On this 24th day of March, 1875, it being the second day of this term of this court, the defendants in this action withdraw their motion for a new trial. It is therefore considered by the court that the plaintiff ought to receive of the defendant on the verdict of the jury the sum of four hundred and seventy-five dollars, together with interest thereon at six per cent. per annum from the date of the verdict of the jury, viz, 1017 October 22d, 1874, which by order of the court is assessed by the clerk and found to be the sum of four hundred and ninety-six and $\frac{80}{100}$ dollars, and the same being reported to the court and approved it is ordered and adjudged by the court that the plaintiff, Cathrine Finch, have and receive of the defendants, the Central Railroad Company of Iowa, the sum of four hundred and ninety-six $\frac{70}{100}$ dollars damages and her costs herein expended, taxed at one hundred and fifteen $\frac{70}{100}$ dollars, with interest at 6 per cent. per annum and that the further sum of six dollars be taxed with the costs in the case for reporters' fees.

1018 STATE OF IOWA,
Hancock County:

I, C. C. Doolittle, clerk of the circuit court in and for said county, hereby certify that the above and foregoing is a correct abstract of the record in the case wherein Cathrine Finch is plaintiff, and the Central Railroad Company of Iowa are defendants, as the same appears of record in my office.

Witness my hand and the seal of said court, at Concord, said county, this 4th day of May, 1875.

[L. S.] (Signed) C. C. DOOLITTLE,
Clerk of Circuit Court, Hancock Co., Iowa.

1019 STATE OF IOWA.
Cero Gordo County, ss:

I, M. S. S. Chermerhorn, clerk of the circuit court in and for said county, do hereby certify that the above and foregoing is a true copy of the transcript of judgment filed in my office from Hancock Co., Iowa, in the case of Cathrine Finch vs. The Central Railroad Company of Iowa, and that the same was filed in my office May 12th, 1875.

Witness my hand and the seal of the circuit court this 26th day of June, 1875.

[SEAL.] (Signed) M. S. S. CHERMERHORN,
Clerk.

1020 C.

General Execution.

The State of Iowa to the sheriff of Cerro Gordo County, greeting:

Whereas on the 24' day of March, 1875, by the judgment of the circuit court of the State of Iowa in and for Hancock County, held at the courthouse in Concord in said county, Cathrine Finch recovered against the Central R. R. Co. of Iowa the sum of four hundred ninety-six $\frac{70}{100}$ dollars debt, and the further sum of one hundred twenty-one $\frac{70}{100}$ dollars costs, in a certain action pending in said court, wherein the said Cathrine Finch was plaintiff and the said Central R. R. Co. of Iowa were defendants, which said sums of money are still due. You are therefore hereby commanded to cause to be made of the goods and chattels, lands and tenements of the said Central R. R. Co'pany of Iowa in your county subject to execution the said sum of four hundred ninety-six & $\frac{70}{100}$ dollars, with interest thereon from the 24th day of March, 1875, at the rate of 6 per centum per annum, and the further sum of one hundred & twenty-one & $\frac{70}{100}$ dollars costs, together with two dollars costs of in-
1021 crease and all legal costs that may accrue by virtue of this writ;
and have said moneys in our said court in seventy days from the date hereof, to render the same unto the said circuit court; and have you then and there this writ with your doings hereon. Witness my hand and the seal of said court hereto affixed at Concord, this 4th day of May, 1875.

[SEAL.] (S'g'd) C. C. DOOLITTLE,
Clerk Circuit Court.

I, H. H. Schell, sheriff of Cerro Gordo Co., I'a, do hereby certify that this is a true copy of an ex. now in my hands.

(S'g'd) H. H. SCHELL, *Sheriff.*

Dated June 26th, '75.

1022 (Endorsed:) The Farmers' Loan & Trust Company vs. Central Railroad Co. Petition of Receiver vs. C. Finch & sheriff for injunction. Filed July 5, '75. George B. Corkhill, clerk.

1023 On the 8th day of July, 1875, there now issued from said clerk's office to the marshal of said district an injunction against Catharine Finch et al., a true copy of which is as follows, to wit:

1024 UNITED STATES OF AMERICA,
District of Iowa, ss:

The President of the United States of America to Catherine Finch and H. H. Schell, sheriff of Cer'o Gordo County, Iowa, their clerks, agents, attorneys, servants, and workingmen.

Whereas D. N. Pickering, receiver of the Central Railroad Company of Iowa, has exhibited his bill against you the said Catherine Finch and H. H. Schell, sheriff of Cerro Gordo Co., Iowa, the Hon. James M. Love, judge of the United States district court for the district of Iowa, praying that you be restrained & enjoined from doing certain things therein complained of, and by an order of said judge made at chambers on the 2nd day of July, A. D. 1875, it was ordered that a writ of injunction issue against said Finch and Schell, sheriff, &c., as prayed. These are therefore to enjoin and command you, the said Catharine

1025 Finch and H. H. Schell, sheriff, your servants, attorneys, agents, clerks, and workingmen, from and after the notice of this our writ, and you and each of you are hereby commanded and enjoined to forthwith cease and desist from in any manner whatsoever interfering with the said D. N. Pickering, receiver as aforesaid, in his possession of the property, rights, credits, and franchises of the said Central Railroad Company of Iowa, and particularly to proceed no farther under an execution issued in favor of Catherine Finch and against said railroad company, to sell certain judgments rendered in the circuit court of Cerro Gordo County, Iowa, against the following-named persons, docketed on judgment-docket No. 1 of said court, for the amount hereinafter specified, to wit:

1026

Page 135,	judg't against	Horace Green,	$114.06	&	costs.
Page 161,	judg't against	W. S. Harding,	$24.60	&	costs.
“ 255,	“ “	S. B. Dexter,	$32.16	“	“
“ 195,	“ “	Jacobs & Becker,	$360.00	“	“
“ 256,	“ “	C. C. Doolittle,	$100.00	“	“
“ 256,	“ “	W. H. Mason,	$16.64	“	“
“ 248,	“ “	Geo. L. Bunce,	$93.25	“	“
“ 247,	“ “	W. W. Allen,	$197.75	“	“
“ 257,	“ “	W. M. Hurd,	$50.77	“	“
“ 135,	“ “	Ira W. Shaffer,	$28.10	“	“
“ 221,		L. J. Waterbery,	$24.61	“	“

Which said judgments are advertised to be sold under said execution on the tenth day of July, A. D. 1875, in front of the court-house in Mason City, Cerro Gordo County, Iowa.

Hereof fail not at your peril.

The marshall of the district of Iowa will execute this notice, this writ, and make due return thereof with his proceedings thereon.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 8th day of July, A. D. 1875, and in the one hundre'th year of our Independence.

[SEAL.] (Signed) GEORGE B. CORKHILL,
Clerk U. S. Circuit Court, District of Iowa.

1027 On the 24th day of August, 1875, said injunction was returned by said marshal and filed in said clerk's office with his return of service endorsed thereon, a true copy of which is as follows, to wit:

1028 I do hereby accept due and legal service of the within notice, at Clear Lake, this 19th day of August, 1875.

(Signed) CATHERINE FINCH,
By BUSH & BUSH,
Her Attorneys.

I served the foregoing writ of injunction on H. H. Schell, at Mason City, Iowa, on the 8th day of July, 1875, by delivering to him a true copy of it, he waiving the reading, and on the 19th of August, procured acceptance of service on Catherine Finch, as appears above.

(Signed) J. W. CHAPMAN,
U. S. Marshall,
By S. S. ETHRIDGE,
Deputy.

Service, $4.00; copies, $2.00; milage, 20.00—$26.00.

(Endorsed:) In U. S. circuit court. Farmers' Loan and Trust Company vs. Central R. R. Co. of Iowa et al. Injunction vs. Catherine Finch & H. H. Schell, sheriff. Filed Aug. 24, 1875. George B. Corkhill, clerk.

1029 On the first day of October, 1875, Theodosia M. McGlone, by her att'ys, filed in said clerk's office her petition in said cause, a true copy of which is as follows, to wit:

1030 To the honorable the circuit court of the United States for the district of Iowa:

Your petitioner, Theodosia M. McGlone, administratrix of the estate of Andrew J. McGlone, late of the county of Marshall and State of Iowa, deceased, respectfully represents unto the court that she is the widow of the said decedent; that decedent was an employee of the Central Railroad Company of Iowa, under D. N. Pickering, esq., receiver of said Central Railroad Company, duly thereunto appointed by this court, in the certain cause now depending, wherein the Farmers' Loan and Trust Company is complainant and the Central Railroad Company of Iowa is respondent.

That said Andrew J. McGlone was a locomotive engineer on
1031 said road, and on or about the 7th day of August, A. D. 1875, he
was in charge of an engine drawing a freight train, when, without any fault or negligence of his own and engaged in the proper discharge of his duty, he was killed under circumstances making the company liable for his death.

That said Andrew J. McGlone was 36 years of age on the 16th day of June, A. D. 1875; was strong and healthy, of sound constitution, a prudent, careful, industrious, and skillful engineer, capable of earning the highest wages of his class; had a wife and two small children, who survive him; he was of good habits and provided well for his family.

That I believe I am justly entitled to five thousand dollars for loss to his estate, resulting from his death, and as the administratrix
1032 of his estate I claim the said sum of money.

Now, therefore, your petitioner respectfully prays the court to authorize and direct D. N. Pickering, esq., receiver, etc., to allow and pay to your petitioner the sum of five thousand dollars for loss of the estate of said Andrew J. McGlone, resulting from his death, occasioned as hereinbefore set forth.

And in duty bound will ever pray, etc.

(Signed) THEODOSIA McGLONE.

1033 State of Iowa,
Marshall County:

I, Theodosia M. McGlone, being first duly sworn, on my oath say, that I am the petitioner named in the foregoing petition; that I have heard said petition read and understand the contents and meaning thereof, and that the matters and things set forth in said petition are true as I verily believe.

(Signed) THEODOSIA McGLONE.

Sworn to and subscribed before me and in my presence by Theodosia M. McGlone, this 23d day of September, A. D. 1875, as witness my hand and official seal.

[SEAL.]

E. B. JONES,
Clerk Circuit Court Marshall Co., Iowa.

1034 (Endorsed:) In the matter claim of the estate of Andrew J. McGlone, deceased, against The Central Railroad Company of Iowa.

STATE OF IOWA,
Marshall County:

I, E. R. Jones, clerk of the circuit court of Iowa, in and for Marshall County, hereby certify that the above and foregoing is full, true, and complete copy of the original letters of administration issued to Theodosia McGlone, in the estate of Andrew J. McGlone, as full, true, and complete as the same remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the circuit court, at my office, in the city of Marshalltown, this 24th day of Sept., 1875.

[SEAL.] (Signed) E. R. JONES,
Clerk Circuit Court.

Sept. 30, '75. Forwarded by D. N. Pickering, receiver.

1035 *Letters of administration. Form* 139. *Code of* 1873, *sec.* 2365.

In the estate of Andrew J. McGlone, deceased. In the circuit court of Iowa, in and for Marshall County, No. , probate .

STATE OF IOWA,
Marshall County, ss:

To all to whom these presents shall come, greeting:

Know ye that whereas Andrew J. McGlone, late of Marshall County, Iowa, died intestate on or about the 7th day of August, A. D. 1875, having at the time of his decease personal property in this State which may be lost, destroyed, or diminished in value if speedy care be not taken of the same. To the end, therefor', that said property may be collected and preserved and administered upon as by law required, the circuit court of Marshall County does hereby appoint and commission Theodocia McGlone administratrix of all and singular the goods, chattles, rights, credits, and effects which belonged to said decedent 1036 at the time of his decease, with full power and authority to secure and collect the said property and debts, wheresoever the same may be found in this State, and in general to do and perform all other acts which now or hereafter may be required of her by law.

In testimony whereof I have hereunto set my hand and caused the seal of said court to be affixed, at Marshalltown, this 23d day of September, A. D. 1875.

[L. S.] E. R. JONES,
Clerk of the Circuit Court.

(Indorsed:) In mattar of pet'n of Thodocia M. McGlone vs. Peckering M. F. L. & T. Co. v. Cent. R. R. Co. Filed Oct. 1, 1875. Geo. B. Corkhill, clerk. Farmers' Loan & T. Co. vs. Cent. R. R. Co. of Iowa.

1037 On the 16th day of October, 1875, Addie E. Berry, adm'x, by her att'ys, filed in said clerk's a motion for order to pay; which said motion is in words and figures following, to wit:

1038 In United States circuit court, district of Iowa, October term, A. D. 1875.

FARMERS' LOAN AND TRUST CO.
v.
THE CENTRAL RAILROAD CO. OF IOWA.

Now comes Addie E. Berry, administratrix, &c., and moves the court to order and direct that the receiver be required to pay out of any moneys in his hands the judgment rendered in his favor against the defendant for personal injuries, as set forth and shown in the master's report heretofore filed; and if there be not in the receiver's hands sufficient moneys to satisfy said judgment, interest, and costs, that provision be made for payment thereof out of the proceeds of sale of the road under decree. For particulars of said judgment see report of Master L. Fisher, now on file.

(S'g'd) H. C. HENDERSON,
Att'y for Addie E. Berry, Adm'x.

(Endorsed:) U. S. C. C., Oct. T., 1875. 614. The Farmers' Loan & Trust Co. v. The C. R. R. Co. of Iowa. Mo. for order to pay off judgment of Addie E. Berry, adm'x. Filed Oct. 16, 1875. George B. Corkhill, clerk. H. C. Henderson, att'y for Addie E. Berry, adm'x.

1038½ On the 22d day of October, 1875, Addie E. Berry, by her att'ys, Henderson & Lacey, filed in said clerk's office her petition of intervention in said cause, a true copy of which is as follows, to wit:

1039 *Petition of intervention of Addie L. Berry, adm'x of estate of W'm E. Berry, dec'd.*

I' U. S. circuit court, dist. of Iowa.

FARMERS' LOAN AND TRUST CO.
vs.
CENTRAL RAILROAD CO. OF IOWA.

Your petitioner respectfully represents that she is the administratrix of the estate of W'm E. Berry, deceased, late of the county of Marshall, in the State of Iowa. That she has been duly appointed and qualified as such. That on the 3d day of Oct., 1874, she recovered judgment in the circuit court of Marshall County, Iowa, against the Central Railroad Company of Iowa, for the sum of five thousand dollars, with interest at six per cent. from the date of the rendition of the same said judgment; also, for costs of said suit and accruing costs, taxed at 1,000 dollars. 1040

That said Central Railroad Co. of Iowa appealed from said judgment to the supreme court of the State of Iowa, and that in said appeal said judgment was affirmed, and all the costs of appeal, including abstracts, arguments, &c., were taxed to defendant, the Central R. R. Co. of Iowa, said costs, taxed at 80.90, & the amount due Oct. 15, 1875, is $5,401.06, as shown by the master's report, printed R., p. 14, $100 *dollars.*

That said judgment was rendered on account of damages caused by the killing of said W'm E. Berry by the neglect of the servants, agents, employés, and officers of said corporation.

That said judgment was and is a lien on said railway in the county of Marshall, where recovered, for the whole amount of said $5,000

1041 and interest and costs, and that said lien is a prior lien to the lien of the mortgage refer'ed to in this petition of the plaintiffs in this cause.

That the mortgages sought to be foreclosed in this action were all executed since the 4 day of , 1862, and that by virtue of the laws of the State of Iowa the said mortgages are junior and inferior liens to this lien of the said Addie E. Berry, administratrix.

That the said administratrix is wholly unable to collect her claim for the reason that the said railroad is in the hands of a receiver, who neglects and refuses to pay said claim. That said mortgages constitute an apparent cloud upon the title of said Central R. R. Co. of Iowa, so that said road cannot be sold under execution under the said judgment 1042 until the rights of these parties as to priority of liens shall have been determined.

That your petitioner has proven up her said judgment and lien before Louis Fisher, special master in chancery, who has reported in favor of the priority of the lien of said intervenor over liens of the said mortgage; said report is hereby referred to in proof of the allegations herein contained.

In consideration of the premises your intervenor prays that it may be ordered, adjudged and decreed that the lien of said judgment be a prior and superior lien to that of the said mortgagees. That the receiver of said road be directed to pay off said judgment, with interest, costs and accruing costs, out of any money now in his hands or hereafter coming into his hands by virtue of his said authority as receiver, and 1043 that in case of the sale of said road, with its property, franchises, rights and privileges, that the officer conducting the said sale be directed to pay off said judgment, with interest and costs, out of any money coming into his hands under and by virtue of said sale, and that said judgment, interest and costs be first satisfied before the said officer shall pay out said money arising from the sale of said road or property, or any part thereof, to the said mortgagees, their trustees or attorneys. That said payments be made out of the first money coming into the hands of said officer conducting said sale arising from the said sale, & should the said mortgagees fail to order an execution that this intervenor may have execution for sale of said road, to the end that the decree may be carried out. And that said mortgagees or their trus- 1044 tees or att'ys may be forever enjoined from asserting any right or interest in said road superior to or prior to the rights of this intervenor.

And the intervenor prays for such other and further relief in the premises as the court may deem just and equitable & asks judg't for costs.

(S'g'd) H. C. HENDERSON &
JOHN F. LACEY,
Att'ys for Addie E. Berry.

I, Addie E. Berry, do swear that I am the intervenor above named and that I have heard read the foregoing petition of intervention, and that all the allegations therein contained are true, as I verily believe.

(S'g'd) ADDIE E. BERRY.

Subscribed in my presence & sworn to before me this 19 day of October, 1875, by the above-named Addie E. Berry.

1045 [SEAL.] (S'g'd) JOHN F. LACEY,
Notary Public.

(Endorsed:) 501 Eq. Farmers' L. & T. Co. vs. C. R. R. Co. of Iowa.

Petition of intervention of Addie E. Berry. Filed Oct. 22, '75. George B. Corkhill, clerk. H. C. Henderson, J. F. Lacey, att'ys.

1046 On the 16th day of October, 1875, Geo. D. Williams, by his att'ys, filed in said clerk' office a motion to pay judgment, a true copy of which is as follows, to wit:

1047 In U. S. circuit court, district of Iowa, October term, A. D. 1875.

THE FARMERS' LOAN AND TRUST CO.
v.
THE CENTRAL RAILROAD CO. OF IOWA.

Comes now George D. Williams and moves the court to cause provision to be made in the decree of foreclosure in this cause for payment of the judgment of said Williams against defendant for personal injuries, rendered in the circuit court of Marshall County, Iowa, as shown by the report of L. Fisher, master, now on file in this court.

(S'g'd) H. C. HENDERSON,
Att'y for Geo. D. Williams.

(Endorsed:) U. S. C. C., Oct. T., A. D. 1875. 614, Eq. The Farmers' Loan and Trust Co. v. The C. R. R. Co. of I. Mo. for provision to pay judgment of Geo. D. Williams. Filed Oct. 16, 1875. George B. Corkhill, clerk, H. C. Henderson, att'y for Geo. D. Williams.

1048 On the 22 day of October, 1875, George D. Williams, by his att'y, filed in said clerk's office his intervening petition in said cause, which said petition is in words and figures following, to wit:

1049 *Petition of Intervention of George D. Williams.*

United States circuit court, district of Iowa, October term, A. D. 1875.

FARMERS' LOAN AND TRUST COMPANY
v.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Your petitioner, George D. Williams, respectfully represents and shows to the court that on the 13th day of September, A. D. 1874, in a certain proceeding then pending in the circuit court of Iowa, within and for the county of Marshall, wherein your petitioner was plaintiff and the above-named defendant, the Central Railroad Company of Iowa, was defendant, a suit brought by your petitioner for personal injuries he
1050 received on defendant's road, by which he was permanently crippled, your petitioner recovered judgment in the sum of eight hundred dollars ($800), with costs taxed at one hundred fourteen $\frac{30}{100}$ dollars ($\$114\frac{30}{100}$); that said cause was appealed to the supreme court of Iowa, and submitted to that court at the December term thereof, A. D. 1874, where the same is still pending and undecided, but which your petitioner believes will be affirmed in said supreme court; that in case said judgment shall be affirmed, it will be a lien upon the property of defendant in the county of Marshall aforesaid superior to the lien of the mortgages of plaintiff, the Farmers' Loan and Trust Company, from the date of the judgment in said Marshall County circuit court for the amount of said judgment, with said costs and interest thereon, from the date of the rendition of said judgment, at six per centum

1051 per annum, under and by virtue of chapter 169 of the laws of Iowa, 1862, said mortgages having been executed since said law took effect, to which sum interest and costs should be added, the additional costs made in the said supreme court, the amount of which your petitioner is not now able to state. Am't due Oct. 15, '75, $\$965\frac{90}{100}$, besides costs supreme court. (See masters' report, page 14, as printed.)

Your petitioner further states that upon notice to him, he appeared before Louis Fisher master of this court in this cause, and proved up his said judgment, and the same is embraced in the schedule of preferred and superior liens upon defendant's property in controversy in this suit, as will appear by said report, reference being thereunto had. Now,
1052 therefore, your petitioner prays that the receiver appointed
this court be ordered and directed, in case said judgment, with interest and costs of your petitioner be affirmed by the supreme court of Iowa, to pay the same out of any moneys that may be in his hands, and if he have not sufficient funds in his hands to pay the same, that upon foreclosure of the mortgages sued on in this proceeding proper and suitable provision be made in the decree for payment of said judgment, interest, and costs, before the mortgage debt or any part thereof be paid out of the assets of defendant, and that your petitioner have such other and further relief as he shall be entitled to in equity and good conscience, and as in duty bound will ever pray, &c.

(S'g'd) GEORGE D. WILLIAMS,
Intervenor,
By HENDERSON & NORTON,
His Att'ys.

1053 UNITED STATES OF AMERICA,
District of Iowa, Sct.:

I, Henry C. Henderson, being duly sworn, on my oath say:

That I am of counsel for George D. Williams, the above-named intervening petitioner, and have been of such counsel from the commencement of the suit in which the judgment referred to in the foregoing petition was rendered; that I personally know all the facts stated in the foregoing petition, having personally tried the cause in the circuit court of Marshall County, Iowa, and in the supreme court of Iowa, on behalf of said George D. Williams and as his attorney; that said facts are as well known to me or better than to said Williams; that said Williams reside' at a distance from the seat of this court, and his own verification cannot conveniently be obtained to the foregoing petition.

That I have myself prepared said petition, and the matters and
1054 things stated therein are true in substance and in fact, and further say not.

(S'g'd) HENRY C. HENDERSON.

Sworn to and subscribed before me and in my presence, by H. C. Henderson, this 22 day of October, A. D. 1875.

(S'g'd) GEORGE B. CORKHILL,
Clerk.

(Endorsed): United States cir't c't, district of Iowa, October T., A. D. 1875. 501 Eq. Farmers' Loan and Trust Co. vs. The C. R'd of Iowa. Intervening petition of George D. Williams. Filed 22 Oct., 1875. George B. Corkhill, clerk.

1055 On the 12th day of January, 1876, A. J. Cooper, administrator of the estate of John Campbell, by his att'ys, filed in said clerk's office his intervening petition in said cause, which said petition is in words and figures following, to wit:

1056 STATE OF IOWA.
Marshall County, ss:

A. J. COOPER, ADMINISTRATOR OF THE ESTATE of John Campbell, dec.,
vs.
THE CENTRAL RAILROAD OF IOWA.

I, E. R. Jones, clerk of the district court in & for said county & State, do hereby certify that a judgment was rendered against said defendant & in favor of said plaintiff on the 24th day of November, A. D. 1875, in the district court in & for this county & State, for the sum of four thousand dollars and costs of suit, and that said judgment has not been appealed, neither has said judgment or costs or any part thereof been paid.

Witness my hand and seal of said district court at Marshalltown, Iowa, Jan'y 13, 1876.

[SEAL.] (Signed) E. R. JONES,
Clerk.

1057 *Petition of A. J. Cooper, adm'r, intervenor.*

In the circuit court of the United States, district of Iowa.

FARMERS' LOAN & TRUST COMPANY, TRUSTEE,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.
Special January term, 1876.

To the honorable circuit court of the United States:

Your petitioner, A. J. Cooper, humbly complaining, alleges:

That on the 6th day of January, 1875, your petitioner was duly appointed and commissioned administrator of the estate of John Campbell, late of Marshall County, Iowa, deceased, by the circuit court of said Marshall County, Iowa, said court having exclusive jurisdiction of the probate of wills and granting administration of the estate of decedents within said county.

1058 That on the 20th day of August, A. D. 1874, said decedent was injured and killed while in the employment of the defendant, which death and injury was caused by the wrongful acts and negligence of the defendant, the Central Railroad of Iowa.

That your petitioner, as such administrator, on the 18th day of February, A. D. 1875, filed his petition and brought suit against the said defendant to recover damages to the estate of said decedent by reason of the injuries and death caused by the wrongful acts and negligence of the defendant, in the circuit court of Marshall County, Iowa. That afterwards and at the March term, 1875, of said court, such proceedings were had in said *course* that a change of venue was taken to the district court of said Marshall County, Iowa, each of said courts having jurisdiction of the person of plaintiff and defendant and the subject-matter of the action.

1059 That at the November term, 1875, of said district court a trial to the court and a jury was had in said *course*, and a judgment rendered against the defendant and in favor of your petitioner for four thousand dollars damages and one hundred fifty-five & $\frac{40}{100}$ dollars costs of suit.

That said judgment by the statute of Iowa is made a lien upon the property of the defendant within said Marshall County prior and superior to the lien of any mortgage or trust-deed executed since the fourth day of July, A. D. 1862, and is superior and prior to the lien of plaintiff's claim.

A duly certified copy of said judgment and the pleadings in said cause is hereto attached, marked "Exhibit A," and made a part hereof.

Your petitioner further represents that said defendant's property & franchises of all kinds are in the hands of a receiver appointed by this court in this cause, and your petitioner is unable to collect said
1060 judgment or get execution thereon without first obtaining the consent of this court.

Your petitioner therefore prays an order of this court authorizing the receiver to pay said judgment, or that execution be permitted to issue against the property of the defendant in the hands of said receiver and your petitioner's judgment be declared a prior lien to the plaintiff's claim.

(Signed) A. J. COOPER, *Adm'r*,
By SUTTON & BURRITT,
His Attorneys.

STATE OF IOWA,
Marshall County:

I, B. L. Burritt, being first duly sworn, on oath say that I am one of the attorneys for said A. J. Cooper, administrator; that the matter and things alleged in the foregoing petition are known to me, and are true, as I verily believe.

(Signed) B. L. BURRITT.

Subscribed and sworn to before me by B. L. Burritt this 21st day of December, A. D. 1875, as witness my hand & seal notarial.

[SEAL.] (Signed) P. M. SUTTON,
Notary Public, Marshall Co., Iowa.

1061 In the circuit court of Iowa in and for Marshall County. No. .
Probate .

In the estate of John Campbell, deceased.

STATE OF IOWA,
Marshall County, ss:

To all to whom these presents shall come, greeting:

Know ye that whereas John Campbell, late of Marshall County, Iowa, died intestate on or about the 20th day of August, A. D. 1874, having at the time of his decease personal property in this State which may be lost, destroyed, or diminished in value if speedy care be not taken of the same.

To the end, therefore, that said property may be collected and preserved, and administered upon as by law required, the circuit court of Marshall County does hereby appoint and commission A. J. Cooper administrator of all and singular the goods, chattels, rights, credits, and effects which belonged to said decedent at the time of his decease, with full power and authority to secure and collect the said property and debts wheresoever the same may be found in this State, and in general to do and perform all other acts which now or hereafter may be required of him by law.

1062 In testimony whereof I have hereunto set my hand and caused the seal of said court to be affixed, at Marshalltown, this 6 day of January, A. D. 1875.

(Signed) E. R. JONES,
Clerk of the Circuit Court.

Oath of administrator.

STATE OF IOWA,
Marshall County, ss:

I, A. J. Cooper, do solemnly swear that I will well and truly administer all and singular the goods, chattels, rights, credits, and effects of John Campbell, deceased, and pay all just claims and charges against the estate of said decedent, as far as the assets shall extend, and *and* that I will perform all other acts now or hereafter required by law to the best of my knowledge and ability.

(Signed) A. J. COOPER.

Subscribed and sworn to before me by A. J. Cooper this 1 day of February, A. D. 1875.

(Signed) B. L. BURRITT,
Notary Public.

1063 STATE OF IOWA,
Marshall County:

I, E. R. Jones, clerk of the circuit court of Iowa in and for Marshall County, hereby certify the within to be a true and correct copy of the original letters of administration and oath of administration, as full, true, and complete as the same remain of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the circuit court of said county. Done at my office in the city of Marshalltown this 24th day of December, A. D. 1875.

[SEAL.] (Signed) E. R. JONES, *Clerk.*

1064 *Petition.*

In circuit court, March term, A. D. 1875.

STATE OF IOWA,
Marshall County, ss:

A. J. COOPER, ADMINISTRATOR OF THE ESTATE of John Campbell, deceased,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

The plaintiff, for cause of action against the defendant, alleges that he is the duly and legally appointed administrator of the estate of said decedent duly appointed and commissioned by the circuit court of Marshall County, State of Iowa.

That the defendant now is, and for the last two years has been, a corporation duly organized as such, and owning and operating a line of said road running through the counties of Marshall, Poweshiek, and Mahaska, in the State of Iowa.

That on or about the 20th of August, 1874, the decedent, then alive, at the age of years, sound of body and mind, and of good 1065 health, was in the employ of the defendant as fireman, and while so employed, and in the discharge of his duty, was riding upon one of def't's trains of cars from Eddyville to Oskaloosa, in Mahaska County, Iowa, and about one mile north of Eddyville, the train upon which decedent was then riding run upon a cow upon the track and threw the engine off the track, killing said John Campbell, all of which was caused by the negligence of the def't, its agents & employees, in this: Said train was running at an improper speed, and the engine running backwards in the night time without a head-light. That def't's agents had sufficient time to have stopped the train after the discovery of the cow should have been made, and prevented the accident. That the train by the use of ordinary care after the cow was discovered upon the track could have been stopped and the accident prevented. That it was the duty of the engineer and conductor in charge of said train to have provided some one or themselves watched for any obstructions upon the track, but failed so to do. That the track of def't's road at the point where decedent was killed was at a point where def't had a right to fence, and was its so to do, but negligently 1066 failed to fence against stock running at large.

That said injury was caused by the neglect of def'ts, and not through any fault or negligence on the part of decedent.

That the estate of John Campbell, dec'd, was by reason of such killing damaged in the sum of ten thousand dollars, wherefore plaintiff asks judgment against the defendant in the sum of ten thousand dollars and costs of suit.

(Signed) SUTTON AND BURRITT,
Att'ys for Plaintiff.

(Endorsed:) Filed Feb'y 18, 1875. E. R. Jones, clerk.

1067 *Answer and plea in abatement.*

Circuit court, March term, 1875.

STATE OF IOWA,
Marshall County:

A. J. COOPER, AS ADM'R & *et.*,
vs.
THE CENTRAL RAILROAD OF IOWA.

I. Now comes the def't, the Central Railroad Company of Iowa, and for answer to pl'ff's petition, says:

That plaintiff should not have and maintain his said action against def't, for it says, that on or about the 16th day of October, 1874, a cause was pending in the circuit court of the United States for the district of Iowa, wherein the Farmers' Loan & Trust Company et al. were pl'ffs, and this def't, the Central Railroad of Iowa, was def't, which action was brought for the foreclosure of certain mortgages executed upon the roadbed, rolling-stock, net earnings, and other property pertaining to said road and belonging to this def't. That pending said action, to wit, on or about the 6th day of January, A. D. 1875, the plaintiffs therein

1068 obtained an order from Hon. John F. Dillon, decreeing and directing that D. N. Pickering be appointed permanent receiver of said Central Railroad of Iowa, with power and authority to take full charge of all the property, income, profits, earnings, and receipts of said road, a copy of which is hereto annexed, marked "A."

And defendant further states that in pursuance of said order of said court and judge, the said D. N. Pickering did as such receiver enter upon the discharge of his duties as such receiver, took charge of said road and all the property & fixtures thereto, belonging to this defendant, the said railroad company, and now has the same in his custody and under his exclusive control as such receiver subject to the orders of said court.

Wherefore def't says pl'ff ought not to maintain or prosecute this action against it, and prays that the action may be abated and dismissed as against this def't, and that def't have judgment for costs.

II. And for another and further defense def't denies each and every allegation of pl'ff's petition.

(S'g'd) BROWN, STONE & SEARS,
Att'ys for Def't.

1069 Be it rem'ber'd that at a regular term of the district court of Iowa, within and for Marshall County, begun and held at Marshalltown, in said county, on the day of November, A. D. 1875—present, Hon. I. J. Mitchell, sole presiding judge, E. C. McMillan, sheriff, and E. R. Jones, clerk—the following among other proceedings were had, to wit:

A. J. COOPER, ADM'R OF ESTATE OF JOHN Campbell, deceased,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, def't.

And now, to wit, this November 24, A. D. 1875, this cause coming on for final hearing by the jury, and having heard evidence as presented, the argument of counsel and the law as given by the court, and retire in charge of the sheriff to consider of their verdict, and on same day return the same into open court, in words and figures following, to wit:

1070 We, the jury, find for plaintiff, and estimate his damages at four thousand dollars.

(Signed) SAMUEL WHINNERY,
Foreman.

It is therefore ordered and considered by the court that the plaintiff have and recover of the defendant the sum of four thousand dollars damages, and the costs of this suit, hereby taxed at one hundred fifty-five & $\frac{40}{100}$ dollars, and have execution.

STATE OF IOWA,
Marshall County:

I, E. R. Jones, clerk of the district court of Marshall County, Iowa, hereby certify that the above and foregoing is a full, true, and complete transcript of the petition and answer and judgment entry in the above-entitled cause, wherein A. J. Cooper, administrator of the estate of John Campbell, deceased, was plaintiff, and the Central Railroad Company of

Iowa was defendant, as full, true, and complete as the same now remains on file and of record in my office.

1071 Witness my hand and the seal of said district court hereto affixed, at my office in Marshalltown, in said county, this 24th day of December, 1875.

[SEAL.] (Signed) E. R. JONES,
Clerk Dist. Court.

(Endorsed:) Farmers' Loan and Trust Company, trustee, vs. The Central Railroad of Iowa. Petition for allowance of claim of A. J. Cooper, administrator of the estate of John Campbell, deceased. Filed Jan'y 12, '76. (Signed) George B. Corkhill, clerk. Sutton & Burritt, att'y for petitioner.

1072 On the 12th day of January, 1876, the same being of the October term, 1875, of said court, there appears in the records of proceedings thereof in said cause the following entry, to wit:

1073 United States circuit court, district of Iowa, October term, 1875.
Wednesday, January 12, 1876.

FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD OF IOWA.
} No. 501. Eq.

This cause came on to be further heard upon the petition of A. J. Cooper, administrator of the estate of J. M. Campbell, this day filed with permission of the court among the papers in this cause.

In consideration whereof the court doth adjudge, order, and decree that the said petition be referred to L. M. Fisher, who is hereby appointed special master to examine said petition and to take proof 1074 of the matters therein contained, and to report to the court the amount of petitioner's claims, if any, whether the same is a lien upon the income or property of the defendant, and, if any, to what priority the said claim is entitled.

1075 On the 23d day of March, 1876, L. M. Fisher, special master, filed in said clerk's office his report, a true copy of which is as follows, to wit:

1076 In the circuit court of the United States for the district of Iowa.
In the matter of the petition of A. J. Cooper, administrator.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
et al.
}

To the Farmers' Loan & Trust Company, J. B. Grinnell, received of the Central Railroad, & A. J. Cooper, administrator.

You are hereby notified that on the 16th day of March, 1876, at 10 o'clock a. m., a hearing will be held *held* by the undersigned, a special master in said cause, at the office of Grant & Smith, in Davenport, Iowa, for the purpose of taking proof in the matter of the petition of A. J

Cooper, administrator of the estate of J. M. Campbell, deceased,
1077 in pursuance of the order of court made and entered of record on the 12th day of January, A. D. 1876.

Dated March 4th, 1876.

(S'g'd) L. M. FISHER,
Special Master.

Due and legal notice of the foregoing notice accepted this 10th day of March, A. D. 1876.

(Signed) J. B. GRINNELL,
Receiver of the Central Railroad.

P. S.—I don't understand this case; perhaps I should not.

(Signed) J. B. G.

I accept service of the foregoing notice this 11th day of March, waives the necessity of any formal hearing on the day named.

(S'g'd) JAMES GRANT,
Solicitor for Compl'ts.

1078 (Indorsed:) In the circuit court of the U. S. for the district of Iowa. The Farmers' Loan and Trust Company vs. The Central R. R. Company of Iowa, and others. Notice of hearing by master.

1079 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY, OF IOWA,
et al.

To the hon. judges of the circuit court of the United States for the district of Iowa:

The undersigned, appointed a special master under order of this court dated Jan. 12th, 1876, to take proof and report upon the petition of A. J. Cooper, administrator, filed in this cause, begs leave to report:

That due notice of a hearing having been given to both the counsel for complainant and the receiver of the Central Railroad, and that said parties having accepted the same failed to appear on the day named
1080 and offer any evidence in this behalf. And that upon the proofs and evidence submitted to me by the said petitioner, I make the following findings of law and fact:

That on the 6th day of January, A. D. 1875, the said petitioner, A. J. Cooper, was duly appointed by the circuit court of the State of Iowa, in and for Marshall County, administrator of the estate of John Campbell, deceased.

That as such administrator, the said A. J. Cooper brought suit in said circuit court, at the March term thereof, 1875, against the Central Railroad Company of Iowa, on account of personal injuries inflicted upon the said John Campbell, through the negligence of the said Central Railroad Company, which injuries caused the death of said Campbell, on or about the 20th day of August, 1874.

That in said suit the said A. J. Cooper, administrator, recov-
1081 ered by the judgment and consideration of said circuit court of Marshall County, Iowa, on the 24th day of November, 1875, a

judgment for the sum of four thousand ($4,000) dollars as damages, and the further sum of one hundred and forty-five $\frac{40}{100}$ dollars as costs. That the said judgment is still in full force unreversed and wholly unpaid.

That the said judgment of four thousand dollars, with interest thereon from the date thereof at the rate of six per cent. per annum, together with the costs of said suit as above stated, constitutes a prior lien upon all the property of said railroad company, in the county of Marshall, Iowa, over the three several mortgages of said company sought to be foreclosed in this proceeding, all of which said mortgages were executed subsequent to the 4th day of July, A. D. 1862.

These findings are all made without prejudice to any right of appeal still
subsisting in the said Central Railroad Company, or its receiver,
1082 from said judgment to the supreme court of Iowa, the time for
which appeal has not yet expired.

All of which is herewith respectfully submitted to your honors.

Dated March 16th, 1876.

LEWIS M. FISHER.

Fees, $25.00.

(Endorsed:) In the circuit court of the U. S. for the district of Iowa. The Farmers' Loan & Trust Company vs. The Central R. R. Co. of Iowa et al. Master's report on petition of A. J. Cooper, adm'r. Filed March 23, 1876. E. R. Mason, clerk. Fees, $25.00.

1083 On the 15th day of January, 1876, Catharine Finch, by her
att'ys, filed in said clerk's office her petition of intervention in
said cause, a true copy of which is as follows, to wit:

1084 *Petition of intervention of Cath'rine Finch.*

In the circuit court of the United States for the district of Iowa.

FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL RAILROAD COMPANY OF IOWA ET AL.

Your petitioner, Cath'rine Finch, respectfully represents that at the March term, A. D. 1875, of the circuit court of the State of Iowa, in and for the county of Hancock, in said State, she recovered a judgment in said last-mentioned court against the said Central Railroad of Iowa for the sum of $496.90, with interest thereon at six per cent. from the date thereof, to wit, Mar. 23, '75, and costs of suit taxed at $21.70.

That said judgment was so rendered on account of personal injuries
done to your said petitioners by said railroad company through negli-
gence of its servants and employés; that the action in which said
1085 judgment was recovered was originally commenced in the circuit
court of Iowa in and for Cerro Gordo County, in said State,
through which last-named county the road of said railroad company was
then located and constructed.

That before the trial thereof the same was, on the application of said railroad company, the defendant therein, removed to said county of Hancock.

That said judgment remains in full force and wholly unsatisfied, and no appeal therefrom has been taken.

That a transcript of said judgment was immediately upon its rendition as aforesaid filed in the office of the clerk of the district court of said Cerro Gordo County, and duly docketed and indexed according to the

statute in such case made and provided, and that said judgment, by reason of the matter aforesaid, became and still is a lien on the said railroad and all the property of said railroad company in said county of Cerro Gordo for the whole amount thereof, with the interest thereon and costs of action, prior and superior to the lien of any of the mort-
1086 gages or deeds of trust asserted and sought to be enforced herein.

Wherefore your petitioner asks that the amount of said judgment, interest, and costs be adjudged and decreed a prior and superior lien to that of the lien of any of said mortgages and deeds of trust; that the receiver herein be directed to pay the same out of any money now in his hands or hereafter coming into his hands according to its priority so to be adjudged and decreed, and for other proper relief.

(S'g'd) WRIGHT, GATCH & WRIGHT,
With H. H. BUSH,
Att'ys for Pet'r.

1087 (Endorsed:) U. S. cir. court. Farmers' Loan and Trust Company vs. Central Railroad of Iowa. Petition of intervention of Cathrine Finch. Filed by leave of court Jan'y 15, '76. Corkhill, clerk. Wright, Gatch & Wright, att'ys for intervenor.

1088 *Motion to change of place of trial.*

In circuit court of the State of Iowa in and for Hancock County.

CATHRINE FINCH, PLAINTIFF,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
defendant.

Comes now the defendant, The Central Railroad Company of Iowa, and moves the court that a change of the place of trial be had, and for cause thereof submits the following affidavits:

STATE OF IOWA,
Marshall County:

I, D. N. Pickering, being duly sworn, on my oath do say that I am the general superintendent of the defendant, The Central Railroad Company of Iowa, a corporation, and that the inhabitants of the county of Cerro Gordo is so prejudiced against said defendant that defendant cannot obtain a fair trial, and the knowledge of the prejudice above named herein did not come to defendant or affiant until after and since the last continuance.

And further says not.

(S'g'd) D. N. PICKERING.

1089 Subscribed and sworn to before me and in my presence by D. N. Pickering this 7th day of August, 1874.

Witness my hand and seal.

[SEAL.] (S'g'd) TIMOTHY BROWN,
Notary Public, Marshall Co., Iowa.

STATE OF IOWA,
County:

I, W. H. Sythe, W. W. Knapp, and W. W. Cameron, being duly sworn, on oath say I am a citizen and resident of Mason City, Iowa, and am in no manner related to defendant or D. N. Pickering, and am not standing in the relation of servant, agent, or employee of the defendant, and I further say that the inhabitants of Cerro Gordo County, Iowa, are so prejudiced against defendant that it cannot obtain a fair trial in said county, and I further say not.

(S'g'd)
W. H. SYTHE.
W. W. KNAPP.
W. W. CAMERON.

Subscribed and sworn to before me by the said W. H. Sythe, W. W. Knapp, and W. W. Cameron this 9th day of September, 1874.

[SEAL.] (S'g'd) B. F. HARTSHORN,
Notary Public.

1090 CATHRINE FINCH
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA. } No. 886.

Now, to wit, on this 16th day of September, A. D. 1874, it being the 3d day of the regular September, 1874, term of the circuit court in and for Cerro Gordo County, Iowa, the above cause being called, plaintiff appeared by her counsel Bush & Bush, defendant appearing by its counsel Brown & Sears, motion to suppress depositions overruled, to which defendant excepts, motion for change of venue granted, and venue changed to Hancock County, Iowa, circuit court, for trial:

STATE OF IOWA,
Cerro Gordo County:

I, F. M. Rogers, clerk of the circuit court in and for said county, hereby certify that the above and foregoing are all the original papers, together with a correct copy of the record entry in the case of Cathrine Finch vs. The Central Railroad Co. of Iowa, as full, true, and complete as the same appear of file and record in my office.

Witness my hand and seal this 16th day of Oct., 1874.

(S'g'd) F. M. ROGERS,
Clerk of Circuit Co'rt.

1091 STATE OF IOWA,
Hancock County:

I, C. C. Doolittle, clerk of the circuit court in and for said county, hereby certify that the foregoing is a true copy of the motion for change of venue, and record entry in circuit court of Cerro Gordo County, Iowa, as certified to by F. M. Rogers, clerk of said court, filed in this office on the 19th day of October, 1874, and remaining on file at this date.

Witness my hand and seal of said court hereto affixed, at my office, in Concord, this 17th day of January, 1876.

[SEAL.] (S'g'd) C. C. DOOLITTLE,
Clerk.

(Endorsed:) Cathrine Finch vs. The Central Railroad of Iowa. Motion for change of venue. Filed Sept. 15th, 1874. F. M. Rogers, clerk, by S. M. Richardson, dep'ty.

1092 *Transcript of judgment.*

STATE OF IOWA,
Hancock County, ss:

Be it remembered that a term of the circuit court of Iowa, holden in and for said county, at Concord, on the 23d day of March, A. D. 1875, were present the Hon. Robert G. Reiniger, sole presiding judge, John F. Viets, sheriff of said county, and C. C. Doolittle, clerk of said court, when the following proceedings were had, to wit:

CATHRINE FINCH
vs.
CENTRAL RAILROAD CO. OF IOWA. }

On this 24th day of March, 1875, it being the second day of this term of this court, the defendants in this action withdraw their motion for a new trial. It is therefore considered by the court that the plaintiff ought to recover of the def'ts, on the verdict of the jury, the sum of four hundred seventy-five dollars, with interest thereon at six per cent. from the date of the verdict of the jury in this case, to wit, Oct. 22d, 1874, which by order of the court is assessed by the clerk, and found to be the sum of four hundred ninety-six and $\frac{70}{100}$ dollars.

1093 And the same being reported to the court and approved, it is ordered and adjudged by the court that the plaintiff, Cathrine Finch, have and recover of the defendants, The Central Railroad Company of Iowa, the sum of four hundred ninety-six & $\frac{70}{100}$ dollars damages, and her costs herein expended, taxed at one hundred fifteen and $\frac{70}{100}$ dollars, with interest at six per cent., and that the further sum of six dollars be taxed with the costs as reporter's fees.

THE STATE OF IOWA,
Hancock County, ss:

I, C. C. Doolittle, clerk of the circuit court in and for said county, do certify that the foregoing is a true copy of final judgment in the case of Cathrine Finch, plaintiff, versus Central Railroad Company of Iowa, defendant, as the same appears of record in my office.

Witness my hand and the seal of said court hereto affixed, at my office, in Concord, in said county, on this 17th day of January, 1876.

[SEAL.] (S'g'd) C. C. DOOLITTLE, *Clerk.*

1094 I further certify that on the 4th day of May, 1875, I sent transcript of judgment and execution to Cerro Gordo County, and that on the 13th day of July the sheriff of said county returned to me the execution unsatisfied.

Witness my hand and seal this 17th day of January, 1876.

[SEAL.] (S'g'd) C. C. DOOLITTLE,
Clerk of Circuit Court, Hancock County, Iowa.

(Endorsed:) No. 501. No. 135. Cathrine Finch versus The Central Railroad Co. of Iowa. Transcript of judgment from Hancock County' date March 24th, 1875. Amount $496.70; costs 121.70; costs of increase 15.19. Filed Feb. 17, 1876. E. R. Mason, clerk.

1095 United States circuit court, district of Iowa, October term, 1875, Thursday, Jan'y 13, 1876.

FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL R. R. CO. OF IOWA. } No. 501. Eq.

In this cause it is ordered that the receiver pay, to the parties entitled thereto, fifty per centum of the following judgments for personal injuries against said defendant, the Central Railroad Company of Iowa, to wit:

Judgment of Addie E. Berry, rendered by Marshall County district court, Sept. 28, 1874, for $5,000.00, and costs $86.90.

Judgment of W. H. Moore, rendered by Mahaska County district court, August 29, 1873, for $2,000.00, amount found due by L. M. Fisher, special master, Oct. 15, 1875, $2,255.33.

Judgment of Catherine Finch, rendered by Hancock County circuit court, March 24, 1875, for $618.40.

1096 On the 14th day of May, the same being of the May term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

1097 United States circuit court, district of Iowa, May term, 1875. Friday, May 14th, 1875.

FARMERS' LOAN AND TRUST COMPANY, trustees, &c., *vs.* THE CENTRAL R. R. CO. OF IOWA ET AL. } No. 501. Eq.

This cause coming on for hearing on the 13th day of May, 1875, and the plaintiffs appearing by their attorneys, viz, the Central R. R. Co. of Iowa and the other parties who are served and who are in court, to wit, Grant and Smith and Platt Smith for parties complainants, and Boardman and Williams and Shiras, Van Duzer and Henderson and T. E. Brown for parties defendant, it is ordered by the court that Lewis
1098 Fisher, esq., be, and he is hereby, appointed master to report to the court the amount of the bonds issued and outstanding of 1st, 2nd, and 3rd mortgage bonds each; also, whether said bonds were legally and properly issued and sold in the market for a valuable consideration; also, how many bondholders (and how many dollars are represented by such bondholders) have expressed a claim for a strict foreclosure, preserving a priority of leins as they now are, or may so express their preference before the making of such report, and how many have expressed, or may express before such report, a preference for a foreclosure
1099 and sale for cash. Also, that such master report such other and further information as will enable the court to enter a final decree in this case.

(S'g'd) JOHN F. DILLON,
Judge.

1100 On the eleventh day of October, 1875, L. M. Fisher, special master in said cause, filed his report and exhibits. True copies of said report and exhibits are as follows, to wit:

1101 *Report of L. M. Fisher, special master.*

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY *vs.* THE CENTRAL RAILROAD COMPANY OF IOWA and others. }

To the hon. judges of the circuit court of the United States for said district:

The undersigned, appointed a special master in chancery in the above-entitled cause, "to report to the court the amount of the bonds issued and outstanding of first, second, and third mortgage-bonds each; also whether said bonds were legally and properly issued and sold in the market for a valuable consideration; also how many bondholders, and how many dollars are represented by said bondholders, have expressed a claim for a strict foreclosure, preserving the priorities of the liens as they now are or may so express their preference before the making of such report, and how many have expressed or may express, before such report, a preference for a foreclosure and sale for cash; and to report such other and further information as will enable the court to enter a final decree in this case," respectfully reports to the court:

That, upon ample notice to the several counsel for the different parties in said cause, a hearing was held on the 10th day of August, A. D. 1875, to determine the amount of bonds issued and outstanding 1102 under the said three mortgages, and the amount legally and properly issued, and also to determine such other matters as might be brought before me by counsel.

That after the appearance of counsel and the taking of the evidence produced at that time, said hearing was adjourned until the first day of September, 1875, for the purpose of determining the amount of third-mortgage bonds issued and outstanding, and also the number, amount, and priority of the judgment liens upon said railroad and property. That ten days' notice of this hearing was given to all of the holders of the judgments as they appeared from the abstracts of the clerks of the several counties in which said Central Railroad of Iowa is situated.

That, pursuant to said notice and adjournment, the hearing was held on that day, and certain evidence was submitted as to said judgments, but no evidence was given as to the amount of third-mortgage bonds issued and outstanding, and the amount legally and properly issued; that I have, since said hearing, proceeded to determine, ex parte, the matters undetermined at said hearing and as to which no evidence was submitted by the respective parties or their counsel; that after an examination of the case, and the evidence submitted by counsel, and that taken by me, ex parte, as aforesaid, I make the following findings of law and fact:

I find that the first mortgage of the Central Railroad Company of Iowa was executed and delivered to plaintiff on the 15th day of July, 1869.

That said first mortgage was duly recorded in the several counties of the State of Iowa, through which said company's railroad runs, on the dates and in the counties following, to wit: In Worth County, Sept. 16, 1869; Cerro Gordo, Sept. 13, 1869; Franklin, Sept. 11, 1869; Hardin, Sept. 10, 1869; Marshall, Sept. 14, 1869; Poweshiek, Sept. 17, 1869; Mahaska, Sept. 16, 1869; Jasper, April 3, 1874; Monroe, Sept. 17, 1869.

That under said first mortgage 1850 bonds, of $500 each, numbered from 1 to 1,826, and from 1,831 to 1,854, all inclusive, and that 2,775 bonds, of $1,000 each, numbered from 1 to 155, and from 155 to 2,184, and from 2,186 to 2,777, all inclusive, have been issued and are now out- 1103 standing. That the said bonds issued and outstanding, as aforesaid, amount in the aggregate, at their par value, to the sum of three million seven hundred thousand ($3,700,000) dollars.

That said bonds were all sold in the market for a valuable consideration, viz: at the average rate of eighty-nine cents on the dollar, with accrued interest, and are now held by bona fide purchasers.

I find that the said second mortgage of the Central Railroad Company of Iowa was executed and delivered to plaintiff on the 15th day of April, 1871. That said second mortgage was duly recorded in the several counties of the State of Iowa through which said company's railroad extends, on the dates and in the counties following, viz: Worth, June 7, 1871; Cerro Gordo, May, 31, 1871; Franklin, May 31, 1871; Hardin, May 25, 1871; Marshall, May 26, 1871; Jasper, April 3, 1874; Poweshеik, June 3, 1871; Mahaska, May 27, 1871; Monroe, June 5, 1871.

That 925 bonds were issued under said mortgage, all of the denomination of one thousand ($1,000) dollars each. That all of said bonds are now outstanding, and that the same were sold in the market to bona fide purchasers at the rate of seventy-five cents on the dollar.

That said second-mortgage bonds, issued and outstanding, as aforesaid, amount, at their par value, in the aggregate, to the sum of nine hundred and twenty-five thousand ($925,000) dollars.

I find that the said third mortgage was executed and delivered by the said Central Railroad Company to the plaintiff on the 15th day of May, 1872.

That said mortgage was duly recorded in the following counties of Iowa, and on the dates following, to wit: Worth, June 12, 1872; Cerro Gordo, June 13, 1872; Franklin, June 13, 1872; Hardin, June 14, 1872; Marshall, June 15, 1872; Jasper, June 17, 1872; Poweshеik, June 20, 1872; Mahaska, June 19, 1872; Monroe, June 19, 1872. That, under said mortgage, bonds numbered from 1 to 700, both inclusive, all of the denomination of one thousand ($1,000) dollars each, were issued by said company. That there are now outstanding, under said third mortgage, bonds Nos. 3 to 22, 26 to 34, 72 to 74, 86 to 95, 97, 107 to 112, 117 to 146, 157 to 171, 184, 214 to 233, 237 to 384, and 399 to 555,
1104 all inclusive. That the said bonds now outstanding, as aforesaid, at their par value amount in the aggregate to the sum of four hundred and twenty thousand ($420,000) dollars. That none of said bonds were ever sold by said company. That they were all hypothecated with various parties to secure the floating debts of said railroad company, at the rate of about 60 cents on the dollar. That many of these bonds have been sold by the original holders, and that the books of the defendant do not show the present holders of these said bonds. That the value of said bonds is not sufficient to justify, in my opinion, the expense of an investigation into their holding. And, I therefore, report the whole amount aforesaid, viz, $420,000, with interest to Oct. 15, 1875, both principal and interest being payable in gold, as due and owing by said company to the holders of said bonds. And I further report that the debts due by said railroad company to the original holders of said bonds should be adjudged satisfied in full.

I find that the said first-mortgage bonds were payable in gold, on the 15th of July, 1899, with interest at the rate of seven per cent. per annum, also payable in gold, for which semi-annual coupons were attached to each of said bonds, payable in the city of New York, on the 15th day of July and January in each year.

That the said Central Railroad Company of Iowa made default in the payment of the semi-annual interest on said bonds on the 15th day of January, A. D. 1873, and that such default has continued, as to that and every subsequent installment of interest, up to the present time.

That there will be due on the 15th day of October, 1875, for principal and interest, upon said bonds, the sum of four million six hundred and twenty-three thousand three hundred and thirty-four dollars and ninety-nine ($4,623,334.99) cents in gold, as will more particularly appear from Schedule A hereto attached.

I find that the said second-mortgage bonds were payable, both principal and interest, in gold. That they bear interest at the rate of seven
per cent. per annum, payable semi-annually, which interest was
1105 payable on the 15th days of April and October, in the city of New
York, on the presentation of semi-annual coupons annexed to each of said bonds.

That the said company defaulted in the payment of the semi-annual installment of interest which fell due on the 15th day of April, 1873, and has defaulted in the payment of every installment of interest which has subsequently become due.

I find that there is now due to the holders of said second-mortgage bonds, for principal and interest on the same, the sum of one million one hundred and thirty-six thousand two hundred and forty-six dollars and eighty-six ($1,136,246.86) cents, payable in gold coin, as will appear from Schedule B.

I further find the said third-mortgage bonds are also payable, both principal and interest, in gold; that they bear interest at the rate of seven per cent. per annum, payable semi-annually, in the city of New York, in gold coin, on the presentation of the semi-annual coupons attached to each of said bonds, on the 15th days of May and November in each year. That the said Central Railroad Company has failed to pay the first installment of interest which fell due on the 15th day of November, 1872, and every subsequent installment of interest which has since fallen due.

That I find that the amount due from said company to the holders of said third-mortgage bonds on the 15th day of October, A. D. 1875, for principal and interest, to be the sum of five hundred and thirty thousand seven hundred and forty ($530,740) dollars, in gold, as will more particularly appear from Schedule C.

I further find that all the bonds issued under the three several mortgages aforesaid have been for the purposes of this suit legally and properly issued.

I find that there is now due for the operating expenses of said company's railroad, during the months of September, October, and November, 1874, to the employees thereof, the sum of thirty thousand seven hundred and ninety-seven dollars and thirteen ($30,797.13) cents.

I find from the evidence submitted that there are judgments
1106 still outstanding and unpaid, which are liens upon the property of
the company. That judgments have been rendered against said company for injuries to persons and property, which said judgments are prior liens upon the property of said company; a list of which judgments, and the amounts thereof, are hereto attached, marked Schedule D.

That there is now due on account of said judgments the sum of thirteen thousand nine hundred and sixty-two dollars and thirty-three ($13,962.33) cents.

That appeals have been taken by said railroad company from the judgments of Finch, Williams and Moore, and that said appeals are now pending in the supreme court of Iowa.

That there are now judgments outstanding against said company which are inferior liens to those of the said three mortgages to the amount of seventeen thousand nine hundred and eighty-seven dollars and thirty-three ($17,987.33) cents; a list of which judgments is hereto annexed, marked Schedule E.

I find that the judgments of Isaac M. Cate, John S. Gilman, and Horace Abbott, amounting to $212,264.22, are not claimed by said parties to constitute any lien upon said company's railroad and property, and that they are not liens upon the same.

That said parties are willing, upon the advice of this court, to release their said judgments, and to stand upon the same footing as the floating-debt creditors in the Central Iowa Railway Company's plan, hereafter considered.

I find that floating debts are claimed against said company to the amount of about $133,538.33, for which there is no collateral security; and, in addition to this, there are certain claims now pending before this court for supplies and leases of cars.

That said company has issued and sold 44,000 shares, of $100 each, of its common stock, and that said stock amounts at par to the sum of $4,400,000.

That the entire length of said company's railroad track, including sidings, is 204.29 miles.

That an inventory of the property and effects of said company, as far as it can be ascertained from the evidence submitted, is hereto annexed, marked Schedule F.

1107 I further find that said railroad company is hopelessly insolvent.

That its property at the present time would not sell for more than 40 cents on the dollar of its indebtedness.

I find that there are substantially two plans before the bondholders for a final disposition of the road, and each favoring a strict foreclosure, preserving a priority of liens. The plans are called "The Central Iowa Railway Company and the S't Louis, Iowa and Minnesota Railroad Company." Those plans, by request of the respective counsel and committees, are herewith submitted, together with the approvals of the bondholders, stockholders, and debtholders so far as the same have come to my hands.

I find that prior to the last term of this court, a report of the Boston committee, consisting of Mess'rs Boardman, Lynde, and Alexander, dated Feb. 23, 1874, was submitted to the bondholders for approval (a copy of which report is hereto annexed).

That 210 holders of first-mortgage bonds, representing five hundred and forty-eight thousand dollars of said bonds, and 32 holders of second-mortgage bonds, representing one hundred and thirty-two thousand dollars of said bonds, have expressed a desire for a reorganization of said company, so as to secure the results sought for by said report.

That said report substantially complys with, and does not conflict with, either the plans above mentioned.

I find that seventy-four bondholders, representing one hundred and sixty thousand dollars of the first-mortgage bonds; and fourteen bondholders, representing seventy-seven thousand dollars of second-mortgage bonds; and one bondholder, representing seventy-seven thousand dollars of the third-mortgage bonds, have expressed a desire for a strict foreclosure of the several mortgages, and such a decree of court as will secure a reorganization of said company as proposed by the S't Louis, Iowa and Minnesota Railroad Company.

I find that six hundred and eighty holders of first-mortgage bonds, representing two million three hundred and seventy-two 1108 thousand five hundred dollars ($2,372,500) of said bonds; one hundred and one holders of second-mortgage bonds, representing seven hundred and sixteen thousand dollars ($716,000) of the same; and one holder of fifty-five thousand dollars third-mortgage bonds, have expressed a desire for a strict foreclosure under the plan proposed by the Central Iowa Railway Company. I also find that thirty-five holders of the common stock of said railroad company, representing 25,613 shares, and $2,487,500 in amount of said stock; and six persons, holding floating debts of said company to the amount of $331,583.35, have expressed a desire for a foreclosure in accordance with said plan.

I also find that six bondholders, representing nine thousand five hundred dollars of first-mortgage bonds, have, since their approval of the S't Louis, Iowa and Minnesota Railroad Company, declared in favor of the Central Iowa Railway Company.

That the holding of nineteen thousand ($19,000) dollars first-mortgage bonds, and fifty-eight thousand second mortgage bonds having changed, the present holder thereof favors the company last aforesaid.

And that two bondholders, representing one thousand five hundred dollars first-mortgage bonds, who signed petitions in favor of a foreclosure and sale, have also declared in favor of the Central Iowa Railway Company.

That ten holders, representing eighteen thousand five hundred dollars first-mortgage bonds, and two bondholders, representing three thousand second-mortgage bonds, have, since their approval of the Central Iowa Railway Company, signed an approval of the S't Louis, Iowa and Minnesota Railroad Company.

Said plans differ principally in these respects:

The Central Iowa plan undertakes to pay the interest on the principal of the first-mortgage bonds after the 15th day of January, 1881. The Boston and New York committees are, until that date, to have the exclusive management of said railroad. The net income of the rail-
1109 road is to be applied exclusively to the payment of the seven per cent. interest on the principal of the first-mortgage bonds, to the amount of that interest. That the overdue coupons on said bonds are to be funded into first preferred stock. The second-mortgage bonds and the accrued interest thereon are to be funded into second preferred stock. And, further, the third-mortgage bonds, floating debt, and common stock, at the rate of one share in three of the present company, are to be funded into common stock of the new corporation. And that if the net income of the railroad does not in five years from the 15th day of January, 1876, pay the interest on said first-mortgage bonds, then the foreclosure is to be absolute.

The S't Louis, Iowa and Minnesota Railroed Company proposes to exchange its income bonds at par, payable in thirty years for the first-mortgage bonds and accrued interest.

The second-mortgage bonds and unpaid coupons are to be funded into first-preferred stock. The floating debt is to be funded into second-preferred stock. And the common stock of the present company is to be reduced to one-fourthits present amount, and to become the common stock of the new company. The income bonds, first and second preferred stock, are each to have in the new corporation a voting representation of two votes for each $500 in amount of the same. The new bonds are to have the net income of the road exclusively to the extent of seven per cent. interest upon the same. And the other classes of securities are entitled to the same privilege in the order of their priority.

I find that the said Central Iowa Railway Company has organized. Its articles have been signed by the incorporators, duly acknowledged, and filed for record; that the company is now a legal entity and prepared to transact the business contemplated by its charter.

I further find that a request has been made by certain persons claiming to hold one hundred and forty-eight thousand dollars ($148,000) in

1110 amount of said first-mortgage bonds for a foreclosure and sale of the said railroad, but that I have no evidence that said persons hold said amount or any amount whatsoever of said bonds.

I further report to the court that my expenses as master amount to the sum of   , an itemized statement of which is hereto annexed, and that for my services as master in this cause I request a fee of one thousand dollars, to be taxed up as a part of the costs in the same.

All of which is respectfully submitted.

LEWIS M. FISHER,
Special Master.

1111 SCHEDULES.

SCHEDULE A.

Statement of the amount due on the first-mortgage bonds of the Central Railroad Company of Iowa, Oct. 15, 1875.

2,775 bonds, at $1,000 each		$2,775,000 00
2,775 coupons, $35 each, due Jan. 15, 1873	$97,125 00	
Seven per cent. int. on above to Oct. 15, 1875	$18,696 57	
		$115,821
2,775 coupons, $35 each, due July 15, 1873	$97,125 00	
Seven per cent. int. on above to Oct. 15, 1875	$15,997 18	
		$112,422 18
2,775 coupons, $35 each, due Jan. 15, 1874	$97,125 00	
Seven per cent. int. on above to Oct. 15, 1875	$11,897 82	
		$109,022 82
2,775 coupons, $35 each, due July 15, 1874	$97,125 00	
Seven per cent. int. on above to Oct. 15, 1875	$8,498 44	
		$105,623 44
2,775 coupons, $35 each, due Jan. 15, 1875	$97,125 00	
Seven per cent. int. on above to Oct. 15, 1875	$5,099 07	
		$102,224 07
2,775 coupons, $35 each, due July 15, 1875	$97,125 00	
Seven per cent. int. on above to Oct. 15, 1875	$1,699 68	
		$98,824 68
Seven per cent. int. on $2,775,000 from July 15, 1875, to Oct. 15, 1875		$48,562 50
Total amount due on bonds, $1,000 each		$3,467,501 26
1,850 bonds, at $500 each		$925,000 00
1,850 coupons, $17.50 each, due Jan. 15, 1873	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$6,232 19	
		$38,607 19
1,850 coupons, $17.50 each, due July 15, 1873	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$5,099 06	
		$37,474 06
1,850 coupons, $17.50 each, due Jan. 15. 1874	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$3 965 93	
		$36,340 93
1112 1,850 coupons, $17.50 each, due July 15, 1874	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$2,832 81	
		$35,207 81
1,850 coupons, $17.50 each, due Jan. 15, 1875	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$1,699 68	
		$34,074 68
1,850 coupons, $17.50 each, due July 15, 1875	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$566 56	
		$32,941 56
Seven per cent. int. on $925,000 from July 15, 1875, to Oct. 15, 1875		$16,187 50
Total amount due of first-mortgage bonds		$4,623,334 99

SCHEDULE B.

Statement of the amount due for principal and interest upon second-mortgage bonds of the Central Railroad Company of Iowa, Oct. 15, 1875.

Amount issued		$925,000 00
925 coupons, $35 each, due April 15, 1873	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$5,665 62	
		$38,040 62
925 coupons, $35 each, due Oct. 15, 1873	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$4,532 50	
		$36,907 50
926 coupons, $35 each, due April 15, 1874	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$3,399 37	
		$35,774 37
925 coupons, $35 each, due Oct. 15, 1874	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$2,266 25	
		$34,641 25
925 coupons, $35 each, due April 15, 1875	$32,375 00	
Seven per cent. int. on above to Oct. 15, 1875	$1,133 12	
		$33,508 12
925 coupons, $35 each, due Oct. 15, 1875		$32,375 00
Total amount due, in gold		$1,136,246 86

1113

SCHEDULE C.

Statement of the amount due for principal and interest on the third-mortgage bonds of the Central Railroad Company of Iowa, Oct. 15, 1875.

420 bonds, $1,000 each		$420, 00 00
420 coupons, $35 each, due Nov. 15, 1872	$14,700 00	
Seven per cent int. on above, due Oct. 15, 1875	$3,001 25	
		$17,701 25
420 coupons, $35 each, due May 15, 1873	$14,700 00	
Seven per cent. int. on above, due Oct. 15, 1875	$2,486 75	
		$17,186 75
420 coupons, $35 each, due Nov. 15, 1873	$14,700 00	
Seven per cent. int. on above, due Oct. 15, 1875	$1,972 25	
		$16,672 25
420 coupons, $35 each, due May 15, 1874	$14,700 00	
Seven per cent. int. on above, due Oct. 15, 1875	$1,457 75	
		$16,157 75
420 coupons, $35 each, due Nov. 15, 1874	$14,700 00	
Seven per cent. int. on above, due Oct. 15, 1875	$943, 25	
		$15,643 25
420 coupons, $35 each, due May 15, 1875	$14,700 00	
Seven per cent. int. on above, due Oct. 15, 1775	$428 75	
		$15,128 75
Seven per cent. int., $420,000 from May 15, 1875, to Oct. 15, 1875		$12,250 00
Total amount due October 15, 1875		$530,740 00

SCHEDULE D.

List of judgments rendered for injuries to persons and property against the Central Railroad Company of Iowa.

THERON FINCH
vs.
CENT. R. R. CO. OF IOWA.
District court of Worth Co., Iowa. Judgment, $92.00 damages; $58.04 costs. Dec. 3, 1873.

Amount due Oct. 15, 1875, $160 64.

T. G. EMSLEY, ADM'R,
vs.
CENT. R. R. CO. OF IOWA,
Cherokee district court; judgment $1,000 paid, Nov. 18, 1872, $332.30; paid Dec. 6, '72, 333.30. Nov. 18, 1872.

Amount due Oct. 15, 1875, $391 23.

1114 Geo. D. Williams vs. Cent. R. R. Co. of Iowa. — Marshall circuit court; judgment $800.00 damages, and $114.30 costs. Sept. 13, 1874.

Amount due Oct. 15, 1875, $965.90.

Addie E. Berry vs. Cent. R. R. Co. of Iowa. — Marshall district court; judgment $5,000.00 damages, and costs, $86.90. Sept. 28, 1874.

Amount due Oct. 15, 1875, $5,401.06.

Cha's H. Steele vs. Cent. R. R. Co. of Iowa. — Mahaska district court; judgment $4,000.00 damages, and $147.15 costs. Aug 26, 1874.

Amount due Oct. 15, 1875, $4,419.81.

William Benton vs. Cent. R. R. Co. of Iowa. — Mahaska Co. courts; judgment $200.00 damages, and $96.90 costs. Aug. 28, 1874.

Amount due Oct. 15, 1875, $308.36.

W. H. Moore vs. Cent. R. R. Co. of Iowa. — Mahaska district court; judgment $2,000.00 damages. Aug. 29. 1873.

Amount due Oct. 15, 1875, $2,255.33.

SCHEDULE E.

Statement of judgments against the Central Railroad Company of Iowa, which are inferior liens to those of the said three mortgages.

Hurlbert Colbert vs. Cent. R. R. Co. of Iowa. — Cherokee district court; judgment $98.18 damages, and costs. March 9, 1873.

Amount due Oct. 15, 1875, $111.17.

H. J. Boardman vs. Cent. R. R. Co. of Iowa. — Marshall Co. courts; judgment $10,283.32 damages, and $25.00 costs. Feb. 24, 1874. Int. 7 per cent.

Amount due Oct. 15, 1875, $11,489.86.

H. J. Boardman vs. Cent. R. R. Co. of Iowa. — Marshall Co. courts; judgment $1,963.13, and costs, $10.75. Nov. 24, 1874. Int. 6 per cent., gold.

Amount due Oct. 15, 1875, $2,087.75.

1115 Crerar Adams & Co. vs. Cent. R. R. Co. of Iowa. — Marshall district court; judgment $4,049.20 and $7.35 costs. April 29, 1875.

Amount due, Oct. 15, 1875, $4,168.44

Isaac M. Cate vs. Cent. R. R. Co. of Iowa. — Powesheik Co. courts; judgment $108,526.65 and $11.00 costs. Jan. 6, 1874. Int. 7 per cent.

Amount due, Oct. 15, 1875, $122,022.08.

John S. Gilman vs. Cent. R. R. Co. of Iowa. — Powesheik Co. courts; judgment $48,896.60 and $10.75 costs. Jan. 6, 1874. Int. 7 per cent.

Amount due, Oct. 15, 1875, $54.982.74.

HORACE ABBOTT *vs.* **CENT. R. R. CO. OF IOWA**, } Powesheik Co. courts; judgment $31,353.12 and $10.75 costs. Jan. 6, 1874. Int. 7 per cent.

Amount due, Oct. 15, 1875, $35,259.43.

OLE OLESON *vs.* **CENT. R. R. CO. OF IOWA.** } Mahaska district court; judgment $108.00 damages, and $5.55 costs. Feb. 28, 1873.

Amount due, Oct. 15, 1875, $130.31.

SCHEDULE F.

Statement of the property and effects of the Central Railroad Company of Iowa.

189.14 miles of railroad track, main line, and 15.15 miles of side-track, owned and operated—none leased.

Said main-line track is situated in the following counties of Iowa, to wit: Worth, 12.45; Cerro Gordo, 24.34; Franklin, 27.09; Hardin, 28.96; Marshall, 29.79; Jasper, 3.98; Powesheik, 22.81; Mahaska, 25.17, and Monroe, 13.55 miles.

Said side-track is situated in the following counties of Iowa: Worth, .52; Cerro Gordo, 1.66; Franklin, 1.05; Hardin, 2.26; Marshall, 2.71; Jasper, 0.00; Powesheik, 1.09; Mahaska, 4.46; Monroe, 1.20 miles.

1116 Number of acres of land and number of town lots in each county through which said railroad runs, owned by said company, and description of same:

Worth County—Depot grounds, 20 acres; right of way, 156.97 acres.

Cerro Gordo County—Depot grounds, 24.86 acres; depot grounds, block 94 of 8 lots, Mason City; depot grounds, block 95; one-half of lots 1, 4, 5, and 8, Mason City; right of way, 258.66 acres.

Franklin County—Depot grounds, 34.18 acres; block 10 of eight lots, Kingman's addition to Hampton; block 11 of 8 lots, Kingman's addition to Hampton; block 22 of 8 lots, Kingman's addition to Hampton; right of way, 328.22 acres; and through lots 5, 6, 7, and 8, block 13; 1, 2, 3, 4, 5, 6, 7, and 8, block 24; 1, 2, 3, and 4, block 25; 3, 4, 5, 6, 7, and 8, block 39; 1, 2, 3, and 4, block 42; 5 and 6, block 43, in Hampton.

Hardin County—Depot grounds, 22.3 acres; depot grounds, lots 5, 6, and 9, block 99, Ackley; lots 1, 2, 3, 4, 5, 6, 7, and 8, block 69; 1, 2, 3, and 8, block 68; part of lots 5, 6, 7, and 8, block 49; 1, 2, 3, 4, 5, 6, 7, and 8, block 49, Steamboat Rock; right of way, 335.4 acres; and through lots 3 and 4, block 23; 26 and 29, block 98; 3, 4, 7, and 8, block 99, Ackley; through lots, block 38; 5 and 7, block 39; W. ½ block, 40; lots 2, 7, and 8, block 40; E. ½ block 41; lots 3, 4, 5, and 6, block 41; 2, 4, 5, 6, and 7, block 42; lots 3, 4, 5, 6, 7, 8, 9, and 10, and two half-lots in block 43; 5, 6, 7, and 8, block 100; lots 5, 6, 7, and 8, block 101; 5, 6, 7, and 8, block 102, Steamboat Rock; also through blocks 4 and 5, and lots 1, 2, 7, and 8, block 9, Robinson's addition to Steamboat Rock.

Marshall County—Depot grounds at Albion, fractional parts of outlots 8, 9, 10, 11, 12, and 13, also lot 5, block 5; lots 3, 4, 5, and 6, block 6; 3, 4, 5, and 6, block 15; 3, 4, 5, and W. ½ of 6, block 16; 4 and 5, block 24; lot 4, block 25. Depot grounds at Marshalltown; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, block 11, Anson's first addition; small part of lot 1; lots 2 and 3; part of lot 5; lots 6, 7, 8, 9, 10, 11, and 12, block 12; lots 7 and 10, block 13, Anson's first addition to Marshalltown, in fee simple; and lots 11 and 12, block 13; blocks 1, 2, and 5, in Glick's & Wills-

1117 rod's addition; all that part of lots 1, 2, 3, 4, and 5, in Anson's subdivision of the W. ½ of SE. ¼ section 35, lying north of Lynn Creek; and the N. ½ of lots 6, 7, and 8, in said subdivision; all in township 84 north, range 18 west, 5 p. m., Iowa; on 13.1 acres for which there is a conditional deed. Gilman depot grounds, blocks A and B, as per recorded plat of the town of Gilman. Liscombe depot grounds, 10⅓ acres; right of way, 296.9; and through lots 11 and 12, block 13, Anson's first addition to Marshalltown.

Jasper County—Right of way, 48.24 acres.

Powesheik County—Depot grounds, Grinnell, lots 7, 8, 9, 10 and 12 block 33; lots 7, 8, 9, 10, 11 and 12, block 40; lots 7, 8 and 9, block 45; and 4.6 acres. Searsboro depot grounds, 10.3 acres; right of way, 266 acres; and through lots 4, 5 and 6, block 45; 1, 2, 3, 4, and 6, block 40; 1, 3, 4, 5, and 6, block 33; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, block 20; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, block 19; lots 8, 9, 10, 11 and 12, block 18; 1, 2, 3, 4, 5, and 6, block 24; lot 1, 2, 9, 10, 11, and 12, block 25; lot 9, block 11.

Mahaska County—New Sharon depot grounds, 10 acres; Oskaloosa depot grounds; lots 1, 2, 5 and 6, block 3, Talbot's addition, and one acre; Eddyville depot grounds 3.24 acres; right of way, 253 acres; and through east side of out lot C, and lots 2 and 3, block 3, Kalback's addition to Oskaloosa.

Monroe County—Albia depot grounds, 10 acres; right of way, 160 acres.

One passenger station at junction of C. R. I. & P. R. R. and C. R. R. of Iowa, at Grinnell, Powesheik County, Iowa.

And also the following freight and passenger stations in the several counties following, to wit: Worth, 2; Cerro Gordo, 2; Franklin, 5; Marshall, 4; Powesheik, 2; Mahaska, 3; and one-half transfer freight depot near Eddyville; Monroe, 1; Hardin, 5.

There are in the several counties the following round-houses: Worth, one wooden house, one stall; Cerro Gordo, one wooden house, four stalls; Marshall, one stone house, eighteen stalls; Monroe, one wooden house, four stalls.

The water tanks of the company are situated and operated as follows:

1118 Worth county, one, operated by hand power; Cerro Gordo County one, operated by horse power; Cerro Gordo County, one, operated by wind power; Franklin County one, operated by horse power; Hardin County one, operated by wind power; Hardin County one, operated by steam power; Hardin County one, operated by horse power; Marshall County one, operated by wind power; Powesheik County two temporary tanks, operated by hand power; Mahaska County one, operated by horse power; Mahaska County one, operated by wind power; Mahaska one, self-feeder; Monroe County one, operated by wind power.

One machine and repair shop, four wooden buildings at Eldora, Hardin County. There are tools and machinery on hand, including stationery engine, planer, lathes and miscellaneous tools in said machine and repair shop, of the value of about $12,500.00.

There are also stock and material on hand, consisting of bar iron and steel, engine, tender and car wheels, iron, brass castings, coppersmith's stock, paint, and oils, etc., to the value of $14,672.85.

One repair shop Marshalltown, Marshall County, (one wooden building.) Stock and material on hand for car repairs, consisting of lumber, iron and brass castings, paints and oils, etc., $4,221.97.

Stock and material in hands of chief engineer for repairs of roadway, buildings and bridges, $7,870.86.

Number and value of engines owned and used by company, eighteen; average value, $7,500; number leased and used as above, four; average value, $12,000.

Number and value of first-class passenger coaches used by company in operating their road, nine; average value, $3,000.

Number and value of other cars: Express, baggage and mail combined, six, average value, $1,500; box cars (100 leased), 322, average value, $500; caboose cars, 13, average value, $650; stock cars, 30, average value, $600; flat and coal cars (100 leased), 244, average value, $425; hand cars, 35, average value, $60. Rubble cars, 34, $40 each; pile driver, one, $1,500; wrecking car, one, $1,500; total $4,360.

1119 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
& others.

Proceedings had before L. M. Fisher, master in said cause, at Davenport, Iowa, September 1, 1875.

Now, on this first day of September, A. D. 1875, this cause coming on for hearing before me, pursuant to adjournment of the same from August 10, 1875, the following proceedings were had, to wit:

Crerar Adams & Co., appearing by their solicitor, H. C. Henderson, introduced original petition, & certified copy of original notice, petition, & judgment in case of Crerar Adams & Co. vs. Central R. R. Co., of Iowa, and show that a judgment & mechanic's lien were obtained by said firm for materials furnished said company on the 27 day of April, 1875,
by default of said co., for the sum of $4,049.20; that such lien was
1120 to bear date from Sept. 2, 1872, & was established upon all prop-
erty of the said company in Marshall County, and that the said judgment being for the sum of four thousand & forty-nine $\frac{20}{100}$ ($4,049.20) dollars, and to bear six per cent. interest from the said 27th day of April, 1875, and, further, introduced said abstract under seal of the clerk of courts for Marshall County, to show that no payments had been made and no appeal taken by def't.

And, also, Addie E. Berry, appearing by her att'y, H. C. Henderson, a certified copy of the petition, answer, stipulation, & judgment in her case against the Central R. R. Company, of Iowa, to show that as administratrix of the estate of W. T. Berry, she recovered judgment against the Central R. R. Company in the sum of $5,000, in Marshall County, Iowa, and costs taxed at $86.90, on the 28th day of Sept., 1874, and also introduced the abstract of said judgment to show that there had been no satisfaction of said judgment. Said cause is now pending in supreme court of Iowa, decision said to be affirmed, copy of procedendo to be sent me.

And, also, G. D. Williams, appearing by H. C. Henderson, his att'y,
offerred original petition, & certified copies of petition, answer, &
1121 judgment entry in his case against Cent. R. R. Co., of Iowa, to
show that he was crushed & permanently injured by said company on 27 Sept., 1872; that he recovered judgment Sept. 18, 1874, for the sum of $800.00, costs taxed at 14.30, is writ of error was taken from

said judgment to the supreme court, where case pending, & no evidence being offered as to the third mortgage bonds, the hearing is adjourned until the 15 day of Sept., 1875, and the hearing as to the number & amount of the judgment liens upon said Central R. R. Co. is also hereby continued & adjourned until said last named date.

(Signed) L. M. FISHER,
Special Master.

(Indorsed:) Minutes of hearing on the 1st Sept., 1875. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

1122 *Statement of expenses incurred by me as special master in case of Central Railroad Company of Iowa.*

	Doll.	c'ts.
July 12, '75.—Express on papers to Farmers' L. & T. Co......		50
July 16, '75.—Telegram from James Grant, N. Y..............	1	80
July 21, '75.—Printing circulars..........................	5	00
July 26, '75.—Telegram to H. E. J. Boardman................		45
Abstract of Cherokee Co. judg'ts............................	2	50
Sept. 2, '75.—Expenses to new York city, advanced by J. F. Duncombe..	84	75
Oct. 2, 1875.—Express on books & approvals, advanced by H. E. J. Boardman..	6	15
Oct. 11, '75.—Printing report..............................	34	50
Oct. 18, '75.—Expenses to Des Moines........................	19	75
Postage stamps..	5	00
Total expense..	$160	40

(Signed) L. M. FISHER,
Special Master.

(Indorsed:) In the circuit court of the U. S. for district of Iowa. Farmers' Loan & Trust Company vs. The Central R. R. Co., of Iowa, & others. Statement of master's expenses. Filed Oct. 19, 1875. (Signed) George B. Corkhill, clerk.

1123 *Synopsis of evidence introduced before Comm'n'r master in chancery.*

Official on behalf of pl'ffs.

1st. Certified copy of 1st mortgage & original, dated July 15th 1869, & proof of record in the counties through which Central R. R., of Iowa, is located, to sum aggregate of $4.000,000 of bonds.

2nd. Certified copy of 2nd mortgage & original, dated April 15th, 1871, & proof of record same as 1st mortgage, to sum $1,000,000.

3d. Certified copy of 3d mortgage and original, dated May 15th, 1872, & proof of record, same as 1st & 2d mortgage, to sum $1,500,000.

4th. The circular issued by Isaac M. Cate, president of the Central R. R. Co., of Iowa, dated June 10th, 1873, and signed by said president & committee of debtors, which circular is admitted in the answer of said R. R Co. in this cause, showing the issue of $3,700,000 1st mort. bonds, & $925,000 second mort. bonds. Also showing non-payment of interest, and that the earnings of the road at that time was less than the cost of management.

4th. Certificate to be signed by the pres. & sec'y of the company asking such extension.

5th. Bonds now on hand returned to the master, and deposited with trust company.

1124 6th. Affidavits read heretofore before the court in this case, of Charles Alexander, Edward W. B. Caming, Geo. W. Trobrige, showing failure to pay interest, &c.; C. C. Gilman, A. V. Lynde, A. L. Hatch, John H. Taylor, Sam'l N. Fuller, Cha's C. Gilman, & J. D. Kavanaugh. Also affidavit of N. Denton as to value of property. Also affidavit of Andrew Snyder, R. A. Ballinger, Cha's Ercanbruck. Also affidavit of Isaac M. Cate, W. H. Severs, & I. N. Pickering, relating to judgment procured against def't C. R. R. Co., of Iowa.

7th. Circular by Isaac M. Cate, pres., dated July 18th, 1874, showing incapacity to keep up and run the road, and urging a foreclosure by trustee.

8th. Certificate of secretary of state as to earnings, equipments, &c., of March 25th, 1874.

9th. Certificates of liens and dates of liens on road.

11th. Bondholders' petitions as to property & how to be disposed of, representing a little over $1,000,000.

1125 12th. John H. Taylor, A. L. Hatch, R. G. Rolston's affidavit relating to circulars.

13th. Protests of sundry bondholders against the appointment of Pickering. Also large number of affidavits on same subject.

(Indorsed:) In circuit court of U. S. for district of Iowa. The Farmers' Loan & Trust Co. vs. The Central R. R. Co., of Iowa. Synopsis of evidence submitted by Hon. J. F. Duncomb. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

1126 In the circuit court of U. S. for the district of Iowa.

FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Before L. M. Fisher, master in chancery in said cause, at Davenport, Iowa, August 10, 1875.

The Farmers' Loan & Trust Co. appearing by its att'y, James Grant; the Central Railroad Co. of Iowa by W. M. Stone, its solicitor; and Mess'rs Platt Smith and John F. Duncomb appearing for certain bondholders of the Central Railroad Co. of Iowa, the following proceedings were had, to wit:

C. C. GILMAN, being duly sworn and examined, said:

I reside at Eldora, Iowa. Became connected with Central R. R. Co. about June, 1869. During that time held office of pres't & gen. supt.; connection closed as such in April, 1873. 552,000 3d-mort. bonds issued during my connection with road. They were used as
1127 collaterals for loans and the purchase of cars, to secure indebtedness to amount of $225,886.25, this done in March, 1873, Mowry Car-Wheel Works, Cincinnati, O.; John L. Dodge, Great Barrington, Mass.; Central National Bank, New York; Warehouse and Security Company, N. Y.; A. L. Hatch, New York; P. V. Rogers, Utica, N. Y.; Isaac M. Cate, Boston; John S. Gilman, Horace Abbott, Thomas Kensitt, Baltimore, M'd. My impression is that bonds taken by the three latter returned to company, and also C. E. Fuller & Co., Boston; none of 3-mort. bonds up to time I left office, & to my knowledge since; the debts were bona fide debts and money borrowed in good faith. The consideration for which the 1st-mortage bonds was about 89 cents,

with accrued interest. The second-mortgage bonds sold 75 or 80, and averaged nett 72, free of expense, with accrued interest; first as high 97 cents. The 3rd-mortgage bonds were hypothecated to secure debts at 60 cents on the dollar. I think the above are all the bonds of 3 mort. which have been issued. The first coupons of 1st mort. unpaid were those falling due the fifteenth of January, 1873, in default pur-
1128 chased by third parties and now held against the company. I believe that the amount of stock issued and sold is 4,400,000. The first default in payment of interest on 2-mort. bonds, 15 April, 1873. No coupons paid on 3rd-mortgage bonds. The third-mortgage bonds were to be returned to co. on payment of claim when due. The entire length of the Central Railroad, including main line and sidelings, is 205.

The master was then requested to give notice to judgment creditors to appear and show cause. It was admitted by the said Central Railroad Co. of Iowa, through its attorney, W. M. Stone, that the amount of the 1st & 2nd mortgage bonds issued is correctly stated in the affidavit of R. G. Rolston, pres't F. L. & T. Co., & that the same are now outstanding and were sold for a valuable consideration, and by agreement of counsel for the different parties the affidavit of said F. L. & T. Co. by its pres't was received as evidence at this hearing.

The hearing was then adjourned by the master until the 1st day of Sept., 1875, for the purpose of determining the amount of 3rd-
1129 mortgage bonds issued and outstanding and the disposition made of the same, and further to allow the judgment creditors to present their claims for adjudication.

(Signed) L. M. FISHER,
Master in Chancery.

(Indorsed:) In the circuit court of the U. S. for the district of Iowa. Farmers' Loan & Trust Company vs. The Central Railroad Company of Iowa. Minutes of hearing before master. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

1130 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Before L. M. Fisher, master in chancery in said cause, at Davenport, Iowa, August 10, 1875.

It is hereby stipulated and agreed by the Central Railroad Company of Iowa, the defendant in this cause, by W. M. Stone, its solicitor, that bonds were issued under the first mortgage of the said Central Railroad Company of Iowa, executed on the 9 day of September, A. D. 1869, to the amount of three million seven hundred thousand (3,700,000) dollars, and that under the second mortgage of the said railway company, executed on the 15 day of April, A. D. 1871, bonds were issued to the amount of nine hundred and twenty-five thousand ($925,000) dollars. That bonds issued under the mortgages aforesaid and to the said amount are now outstanding, and that the same were *were* legally
1131 and properly issued and sold in the market for a valuable consideration; and it is further stipulated and agreed by said company that default was made in the payment of the interest which fell due on said first-mortgage bonds on the 15 day of July, A. D. 1873, and such default has ever since continued. That default was also made

by said company in the payment of the interest on said second-mortgage bonds, which fell due on the 15 day of April, 1873, and said railroad company has since wholly failed to pay the semi-annual interest on said bonds or any part thereof.

(Signed) W. M. STONE,
Att'y for the Central R. R. Co. of Iowa.

(Indorsed:) In the circuit court of U. S. for the district of *of* Iowa. The Farmers' Loan & Trust Co. vs. The Central R. R. Co. of Iowa. Statement & stipulation of Central R. R. Co. of Iowa. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

1132 Report of Committee to Bondholders of Central Railroad Co. of Iowa. Boston: Alfred Mudg & Son, printers, 34 School street. 1874.

1133 *Meeting of bondholders.*

At a meeting of the bondholders of the Central Railroad Company of Iowa, held at the Parker House, Boston, Feb. 11th, 1874, H. J. Boardman, of Boston, in the chair, and C. E. Fuller, of Boston, secretary, the following resolutions were offered and adopted:

By C. Alexander, of Boston:

Whereas the present financial condition of the Central Railroad Company of Iowa is one which should awaken the utmost solicitude on the part of its creditors and shareholders; and whereas the remedy proposed in the early part of the previous year by the present management is likely to prove inoperative, from lack of hearty co-operation of the parties in interest, and impracticable from an over-estimate of increased earnings; therefore,

1134 Resolved, That a committee of five be appointed by the chairman of this meeting, empowered to enquire, as fully as may be in their power, into the affairs of the company and report at the next meeting, with such recommendations for relief as their investigations may seem to warrant.

By Ira M. Conant, of Boston:

Resolved, That H. J. Boardman, Charles Alexander, and John Brewster, of Boston; A. V. Lynd, of Melrose, and H. W. Richardson, of Portland, constitute this committee.

By R. P. Kingman, of Bridgwater:

Resolved, That this meeting be adjourned to such time and place as the committee may select, public notice of the same to be given by them through the press.

C. E. FULLER, *Secretary.*

1135 *Report to the bondholders of the Central Railroad Co. of Iowa.*

An adjourned meeting of the bondholders of the Central Railroad Company of Iowa was held at Meionaon Hall, Boston, Feb. 19, 1874, at two o'clock p. m. H. J. Boardman called the meeting to order.

Records of previous meeting having been read, E. A. Alger, jr., of Boston, was called temporarily to the chair, to enable M'r Boardman to report as chairman of the committee.

REPORT.

Gentlemen: The resolution adopted at your meeting on the 11th inst. expresses the opinion that the plan adopted last summer by the directors of the Central Railroad Company of Iowa is likely to prove inoperative, from lack of hearty co-operation of the parties in interest, and impracticable from an overestimate of increased earnings, and instructs your committee "to inquire, as fully as may be in their
1136 power, into the affairs of the company," and report, "with such recom'endations for relief as their investigations may appear to warrant."

The plan to which our attention was thus directed is set forth in a circular issued June 10, 1873, and signed by Isaac M. Cate, president, and Horace Abbot, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, directors of the Central Railroad Company of Iowa. This circular gave the indebtedness of the company as follows:

First-mortgage 7 per cent. gold bonds, $3,700,000.00.
Second-mortgage 7 per cent. gold bonds, $925,000.00.
Floating debt 7 per cent. gold bonds, $950,000.00.

The floating debt included $178,000 for interest coupons, then overdue; $155,000 due for cars, upon which the builders held a first lien; $88,500 due to operatives; and $30,000 due for taxes. The greater part of the balance, we believe, was held by the gentlemen whose
1137 names were signed to the circular. Their first plan was, substantially, for the bondholders to fund two years' coupons, from July 15, 1873, to Jan. 15, 1875, inclusive, in scrip, payable Jan. 1, 1879, with interest payable semi-annually, at seven per cent. in gold. With this extension the president and directors thought they could be prepared to resume the payments of interest on the bonded debt April 15th, 1875, and could take up the floating debt, and provide $700,000 for additional construction and equipment by issuing preferred stock.

The coupons funded in accordance with this plan were to be deposited in trust with the Farmers' Loan & Trust Company of New York, and it appears from the books of that company that on the 1st inst. the coupons had been received on $2,205,000 out of the $3,700,000 of the first-mortgage debt; $540,000 out of the $925,000 of the second-mortgage debt, probably less than one-half of the holders of the bonds, have accepted the proposition, though a majority of the debt is represented.

1138 Coming next to the question whether the plan is practicable if the extension were unanimously granted, your committee find that, in order to resume payments fully in 1875, the road must net, for that year, $323,750 for interest on the bonded debt and $44,560 for interest on the scrip; in all, $368,310 in gold, or say $405,141 currency, adding ten per cent. premium. What is the prospect for earning that amount?

The circular of June 10th estimated the earnings of the road for 1873 at a figure "between $800,000 and $900,000," and the expenses of operation not to exceed "60 or 65 per cent. of that sum at the outside, say $297,500." This would have been considerably short of the requirements of 1875, but an annual increase of twenty per cent. would have made good the deficiency by that time. It appears, however, that the estimate is an excess of the results of the year's work just closed.

Your committee have not been able to obtain the exact figures
1139 for 1873, but a close approximation gives the gross earnings at $658,000, instead of $850,000; the expenses of operation eighty

two per cent. instead of sixty-five; and the net earnings eighteen per cent., or about $120,000, instead of $297,000. It would be necessary that these net earnings should be more than trebled during the next twelve months to enable the company to resume in 1875.

The net earnings have been chiefly expended, perhaps, judiciously, upon improvements of the road-bed and a permanent way, which your committee understand to be now in excellent condition.

No new construction has been undertaken, and no new rolling stock has been bought; the new cars and locomotives needed have been hired. No preferred stock has been issued for these purposes, and none has been issued to take up the floating debt. On the contrary, President Cate informed your committee that he did not regard himself, 1140 under the terms of his circular, as under any obligation to carry out that part of his program'e; and we learn that judgments were obtained against the Central Road in Iowa last month in favor of Horace Abbott for $31,353; John S. Gilman, $48,896; and Isacc M. Cate, $108,526. M'r Cate's explanation of these judgments is that they were obtained to protect the road against other creditors.

The floating debt has been increased since the issue of the circular of June 10th, by default on two first-mortgage coupons and one second-mortgage coupon, say $320,000 currency; some $70,000 are now due to operatives, and $155,000 are still due for cars contracted for but not yet belonging to the company.

The whole floating debt may be divided as follows:

Overdue interest coupons..........................	$498,000 00
Car contracts..	155,000 00
Other liabilities......	617,000 00
Total	$1,270,000 00

1141 If interest on this amount be reckoned in addition to the coupon interest account, it will be seen how vital a part of the present programme is the undertaking to absorb a large part of the floating debt in a preferred debt. Your committee find, however, that no attempt has been made to carry that feature of the plan into effect, and that the principal holders of the floating debt, being also directors of the road, have obtained judgments against the company for their respective claims. It appears, then, that the programme of June 10th, so far as it looks to the protection of the bondholders, has proved inadequet'. The floating debt has not been retired. No money has been raised for additional construction and equipment. The earnings have fallen far below the prediction of the directors. In our opinion there is no reason to suppose and no room to hope that the com- 1142 pany will be prepared to pay its coupons in 1875. While your committee consider it their duty to express this conclusion in the most unequivocal language, they do not wish to be understood as censuring the present management of the road.

We are not here to accuse Mr. Cate and his colleagues of bad faith or incompetency, but to report the facts as we find them. The creditors here assembled need, first of all, to understand clearly that the company, whose bonds they hold, will not be able to make good in 1875 the promises that were made in 1873. Then everything becomes clear. The question is no longer whether we can get seven per cent. in gold semiannually, but what we can get and how. The net earnings for 1873 amount to about three and one-quarter per cent. on the first-mortgage debt. Can we do better?

1143 Your committee have been lead to believe that while the present management may be doing all that can be done with the road as an independent line, it is quite possible that a strong corporation, amply provided with rolling stock and controlling a large business, which could be directed to the Central Railroad of Iowa, might operate the road as a feeder much more economically and at the same time materially increase the earnings. The Milwaukee and S't Paul Railroad, with which the Central connects at the north, meets these conditions, and your committee thought it proper to interrogate M'r Russel Sage, vice-president of that company, concerning the terms he would be willing and consider it safe to offer for a lease of the Central.

M'r Sage made the following reply:

OFFICE OF MILWAUKEE & S'T PAUL RAILWAY CO.,
New York, Feb. 16, 1874.

To the committee of the bondholders of the Central R. R. Co. of Iowa:

1144 GENTLEMEN: In response to your inquiries, allow me to state, in behalf of the Milwaukee & S't Paul Railway Company, that we are and ever have been desirous of leasing your road in perpetuity, providing we can do so on such terms as will be safe to us and satisfactory to the interests which you represent. Looking towards the consummation of an arrangement of this kind, we submit the following general proposition as a basis on which to commence a negotiation: We will pay you thirty (30) per cent. of the gross earnings of the road, and stipulate these earnings shall be sufficient to pay at least four (4) per cent. on $18,000 per mile of that portion of the road now in operation, say two hundred and five miles. Should this proposition be looked upon favorably, we will at once ascertain the exact status of your line and its equipment, and should we find the same to be in as good an average condition as our own, would, perhaps, be willing to make even better terms than
1145 above proposed. We shall be pleased to receive further communication from you on the subject at your earliest convenience.

MILWAUKEE & S'T PAUL RAILWAY CO.,
By RUSSEL SAGE, *Vice-President.*

It is altogether likely that better terms can be obtained, but for our present purpose it is sufficient to consider entirely safe and prudent the offer which M'r Sage feels free to make.

In the first place, we have seen that the net earnings of the line in 1873, operated independently, amounted to only 18 per cent. of the gross receipts. M'r Sage is willing to pay a rental of 30 per cent. This is the difference of management between a leasing corporation and an independent board of directors.

In the second place, even this small remainder of 18 per cent. was not saved for the creditors of the company, but was applied to the
1146 improvement of the road. A rental could not be so applied, but would be reserved solely for the payment of the company's debts.

Again, the net earnings in 1873 amounted to only 3¼ per cent. on the first-mortgage debt. M'r Sage is willing to guarantee at least 4 per cent. In fact, 30 per cent. of the $658,000 actually earned in 1873 would amount to 5¼ per cent. on the first-mortgage debt. This is the obvious difference in the figures of 1873, taken just as they stand; but there is no doubt that a connection and identity of interest with a road like the Milwaukee & S't Paul would largely increase the earnings at the very onset, so that 7 per cent. might not be too much to expect on the first-mortgage debt the first year.

If a portion of the common stock of the Central were transferred to the Milwaukee & S't Paul Company, a complete com'unity of interest would be established between the lessor and lessee; and in our
1147 opinion the stockholders of the Central may fairly be called upon
to make the surrender if by so doing they can secure better terms for their creditors. Before such a lease can be made a readjustment must be made of the various claims against the road. Your committee would suggest that all parties in interest amicably join in a petition to the courts for a decree of foreclosure, which shall give to the first-mortgage bondholders the preference to which they are entitled in the earnings and ownership, rating due and unpaid coupons and second-mortgage bonds second, the floating debt third, and the common shareholders last. In this adjustment the car contracts might perhaps be surrendered, leaving the floating debt proper only some $600,000. If this recommendation is adopted, we would advise the appointment of a committee representing all the creditor interests, and fully empowered to take such action as may be required in the premises.

This report is signed by only three of the committee. It is
1148 proper to explain that the other two members were unable to
serve, and that the report expresses the unanimous opinion of those of us who have taken part in the investigations.

(Signed) H. J. BOARDMAN,
CHARLES ALEXANDER,
A. V. LYNDE,
Committee.

The report having been accepted, its adoption was moved, and after a lengthy discussion on the part of Mess'rs Welch, Alger, Boardman, Clark, Needham, Lynde, Fuller, Anderson, and others, was carried.

M'r Cate was represented in the meeting by Hon. Charles Welch, firm of Sohier & Welch, attorneys.

On motion of M'r Anderson, of Lowell, it was voted that the same committee offering the report be empowered to carry out the recommendations made therein.

Voted to adjourn subject to call of the chairman.

CHA'S E. FULLER,
Secretary.

BOSTON, *Feb.* 19, 1874.

1149 To all parties interested in the securities and ownership of the Central Railroad Company of Iowa:

GENTLEMEN: We submit for your consideration the statements and recommendations embodied in the foregoing report.

The public meeting of bondholders to whom it was given and by whom it was approved was largely attended, and the present administration of the road was ably represented by attorneys, who neither questioned the truthfulness of the figures, correctness of conclusions, or feasibility of the recommendations for relief. Discussion arose only as to the policy of inaugurating a new programme before the present one, by two years' experiment, had been actually demonstrated a failure. This question we leave with you, as the proper parties of whom a decision should be asked and by whom a decision is to be made.

In the circular issued June 10th by the company, and to which
1150 reference is made in the report, an unusually large increase of

future earnings, as well as saving in operating-expenses, was conjectured and set forth, based entirely upon an exhibit of the three months preceeding as compared with earnings and expenses of the same months in the year previous. So while a wide discrepancy occurs between these figures given to the general public and those given monthly to the directors, as well as those finally summed up as correct in the yearly report, that for the benefit of the reader we reproduce them:

Circular gives earnings, gross, in 1872, for March, April, and May as	$123,094 00
Expense, gross	140,904 00
1873, gross earnings same months	170,997 00
" expenses	119,073 00

Monthly report to directors:

Gross earnings March, April, and May, 1873	$167,677 00
Gross expenses March, April, and May, 1873	$140,228 00

1151 While the annual report, not giving expenses for those months,
shows gross earnings from freight, passengers, mail, and express
to be $148,326.

If it be safe to conclude that the latest figures obtained are nearest correct, no sixteen per cent. decrease in expenses or economy of management is shown, and the increase in earnings dwindles to a percentage so insignificant that it could be as fairly attributable to accident as to the result of the great exertions promised. Be this as it may, the showing is not one upon which the ultimate success of the "funding scheme" can be predicated, for the simple reason that the gain in earnings is not equal to the rapid increase of interest; consequently, the longer the road is operated at present, the deeper it will be plunged into debt.

Entirely dependant at terminal points upon other lines of railway to
reach a market for the productions and business originating upon
1152 the line of the Central Road, excepting coal, and even that, to a
large extent, crossed at right-angles at six different points by large and wealthy roads, on whose good nature alone paying rates on freights from these junctions and stations near are maintained, it will be readily seen by the reader that the geographical position of the Central Railroad of Iowa is such, if the best interests of its owners are consulted, as to render a consolidation with or lease to a more powerful corporation absolutely imperative; and such have always been the calculations of the original projectors of the enterprise. Under such guardianship the Central would be respected by its more powerful rivals, and the division of rates at competing points be so arranged as to give them their fair proportion of business without being obliged to do it at a loss. Economy of management also would be secured to such an extent as to
allow the lessee to net thirty per cent. as easily as an independent
1153 management can net eighteen. (See report of 1873.) The prop-
osition of the Milwaukee & S't Paul Railway is quoted to show that the road can be leased, and on such terms as the bondholders and owners can comply with, though it does not necessarily follow that the road should pass into any particular company's hands other than the one that will pay the highest price and give the safest guarantee.

The committee first applied to the company mentioned as having the reputation of being one of the strongest and most wealthy in the Northwest. Fuel with this company is also a great desideratum, as not a coal-field is touched by the 1,600 miles of railway they control in Wisconsin, Minnesota, and Iowa; while by a connection with their branch lines,

McGregor, Western & Sioux City, Mason City and Minnesota, and Sabula, Ackley and Dakota, the Central can find an immense market for the apparently inexhaustible coal deposits tributary to the south
1154 of its line. For locomotive use a ton of coal is equal to two cords of wood, and is now delivered by the Central to the Milwaukee & S't Paul at their junctions at the same price per ton as wood costs per cord. By having an absolute control of the Central Road they would feel warranted in making a large expenditure to convert their two hundred locomotives into coal-burners, whereas only some twenty-five are now used. This difference in cost of the yearly fuel consumption for their own use nearly equals our entire interest debt, and the additional freight income resulting to the Central from this increase of business would yield as much more. These facts are offered to show that the business can be made much larger, as well as more remunerative, when the road is operated under a lease to a first-class road.

It must also be understood that the 30 per cent. of gross earnings offered, or a larger amount if it can be obtained, inures solely to
1155 the benefit of the lessors, no portion thereof being used for maintenance, repairs, taxes, or insurance, and in semi-annual settlements will be placed in the hands of the trustees for distribution to the various claimants. This percentage on the gross earnings of 1873 would have produced $195,000, a sum sufficient in itself to have paid 5½ per cent. on the entire first-mortgage issue, and with the increase which the Milwaukee and S't Paul Railway would naturally add, should insure a full 7 per cent. the first year of the lease to the first bondholder', 3½ to 2nd bondholders and holders of floating debt the second, and a full 7 per cent. to all creditors the third year. This estimate is believed by us to be reasonable and safe.

The present condition of the company is such as to preclude a satisfactory delivery to a lessee, and the position now occupied by bondholders, stockholders, and creditors renders it necessary to appeal to the courts to put them in the position to which they are equitably entitled. After careful consideration, we believe the various claims should be arranged in the following order:

1st. Net earnings of the road to be devoted to the cancellation of unpaid claims of employees, amounting to some $70,000.

1156 2nd. Holders of first-mortgage bonds and unpaid coupons to July 15, 1874, inclusive, to be entitled to net earnings of road until the amount received shall give them annually seven per cent. on the amount of their claims.

3rd. Holders of second-mortgage bonds and unpaid coupons to Oct. 15, 1874, inclusive, to be entitled to all net earnings after the seven per cent. to preferred creditors has been paid, till their annual dividend shall reach seven per cent.

4th. Third-mortgage bondholders and holders of floating debt to be classed as third creditors, and entitled to a seven per cent. dividend after the two first are paid.

5th. Anything remaining to be paid to the common stockholders.

6th. Ways and means to be divised to iron the incomplete portion of the line, providing the earnings and security on the two hundred and five miles now in operation shall not be intrenched upon or disturbed for that purpose.

1157 As a committee, we have thus given you the result of our investigations and the conclusions which we think follow. If further information is desired, bondholders can apply in person or address by letter H. J. Boardman, chairman, 35 Court street, Boston.

Should you favor the movement thus inaugurated, we ask your immediate action, as the probability of making it successful will give the securities an immediately increased value.

We have also been repeatedly assured by the present executive that could the bondholders devise a better plan for the security of their interests than the one proposed last June by the company, he would not for a moment hesitate to join them in attaining its consummation.

Enclosed are two forms of petitions for signature.

No. 1. For those who have yielded their coupons and rec'd scrip.

1158 No. 2. For those who will still retain unpaid coupons.

Either of which, as well as copies of this circular, can be obtained, as may be desired, by application to C. E. Fuller & Co., No. 2 State street, Boston.

(Signed)

H. J. BOARDMAN,
CHA'S ALEXANDER,
A. V. LYNDE,
Committee.

BOSTON, *Feb.* 23, 1874.

1159 *Bondholders' petition.*

No. 1.

To the Farmers' Loan and Trust Company of New York, trustees of the Central Railroad Company of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, , of , am holder of mortgage bond of the Central Railroad Company of Iowa, denomination , and numbered . That relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. , for a period of two years, securing in exchange therefor an interest-bearing scrip.

I have since ascertained to my satisfaction that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next
1160 May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Cha's Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed)

Witness:

[SEAL.]

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 500 or 1,000, numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of 2ds, Nos. 4, 5, 6, and 7.

1161 *Bondholders' petition.*

No. 2.

To the Farmers' Loan and Trust Company of New York, trustees of the Central Railroad Company of Iowa:

GENTLEMEN: I, , of , respectfully state to you, as trustees of the first, second, and third mortgage executed by the Central Railroad Co. of Iowa, that I am the holder of mortgage bond of the Central Railroad Co. of Iowa, denomination , and numbered , with coupons attached; that said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10, 1873. I therefore solicit you, as trustees, to commence such proceedings in the United States district court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular 1162 issued in Boston, Feb. 23, 1874.

(Signed)

Witness:

[SEAL.]

Past due and unpaid coupons, first mortgage, Nos. 8 and 9.
Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, and third, 500 or 1,000, numbers of each, date, witness.

1163 No. 2.

Report of Boston committee to bondholders of Central Railroad Company of Iowa, which includes report of New York joint committee; Charles Alexander, esq.; trustees' circular; charter of S't Louis, Iowa & Minnesota R. R.; statistics of 1872; names of parties in suit, etc., Dubuque, Iowa: Daily Times power printing house, 1874.

1164 *Index.*

Circular to bondholders.
Report of New York joint committee.
Report of Cha's Alexander.
Estimate No. 2.
Comparative statement of earnings.
Report of finances.
" general freight agent.
Yearly statement of earnings.
Annual exhibit of locomotives.
Statement of passenger business.
Trustees' circular.
" petitions, &c.
Articles of incorporation.
Names of petitioners.

1165 BOSTON, *December 26th*, 1874, 35 *Court Street.*

To the bondholders of the Central R. R. Co. of Iowa:

At a public meeting of the bondholders of the Central Railroad Company of Iowa, held in Boston on the 19th day of last February, the undersigned were appointed a committee to carry out the recommendations of a report made by them at that time, and which in brief advised the foreclosure and sale of the property, in order that its possession and

control might pass into the hands of those entitled to it under the mortgage, to wit, the first-mortgage bondholders; and to the end that this might be accomplished, with as little delay and expense of litigation as possible, arising from a conflict with junior interests, the report farther recommended that the foreclosure be an amicable one, or conducted in such a manner that in a final readjustment, all subordinate interests might be protected in their several priorities, after the first mortgage bondholders had secured control of the property, and an annual
1166 income of 7 per cent. on their investments.

Acting under these instructions, your committee, with the advice of able counsel, proceed to institute a suit in chancery, in the United States circuit court, district of Iowa, in the name of Charles Alexander and others, praying that the desired relief be decreed, and that in the interim a disinterested, capable man, be appointed by the court to act as receiver. Subsequently the trustees consented to move in the matter, and have since been substituted as plaintiffs in our stead.

On the 31st of last July there was held in New York, at the office of the railroad company, a meeting purporting to emanate from the bondholders of that section, and a committee of six selected to act jointly in behalf of the first and second mortgage bondholders, who, since their appointment, have, in conjunction with the managers of the road,
1167 steadily and persistently opposed every movement of ours, or of the trustees, looking towards a recovery of the property.

This joint committee, after nearly four months, delay, met at the company's office in New York, on the 24th ult., and submitted the following report, signed by one of the directors of the road as secretary, which we are glad to give the benefit of our circulation, that the two programmes now fairly before all parties in interest may be conveniently compared.

Preparing the report with the statement that as a committee we have only once had the pleasure of meeting the New York joint committee, and then only two hours previous to the meeting of the 24th, and long after the report following had been written.

Report of New York joint committee.

At an adjourned meeting of bondholders of the C. R. R. of I., held in New York, Nov. 24th, at which the Hon. John C. Bullitt, of Philadelphia, presided, the report of the committees appointed at the meet-
1168 ing of July 30th was presented and adopted as follows:

At the meeting of the first and second mortgage bondholders of the C. R. R. Co. of Iowa, held July 30th, 1874, two committees were appointed (three each) one in behalf of the first mortgage bondholders and one in behalf of the holders of bonds under the second mortgage. The resolutions adopted at that meeting, which furnished the instructions under which the committees have considered themselves as acting, indicated the following purposes in the appointment of the committees:

1st. That the committees should make thorough investigation of the condition and prospects of the road and its management.

2nd. That the committees should consider whether in their opinion a foreclosure of the mortgages had become necessary, with authority to take steps to bring about such a foreclosure, if that was their conclusion.

3rd. The committees were instructed to resist and oppose the proposed foreclosure under the bill filled by Alexander and others
1169 in the United States circuit court of Iowa, or any foreclosure, except in regular form by the trustees, and to endeavor to induce the

Boston committee having immediate charge of the Alexander bill for foreclosure, to unite with the two committees then appointed in such action as they should determine on with a view to a harmonious action for foreclosure, and reorganization, if such a measure should be necessary.

Under these instructions both committees have been actively engaged during the past three months. The chairman of each committee have visited Iowa, examined the road, its workings and management, and from the reports made to the committees, as well as from all other information they have been able to obtain, the committees are able to report that in their opinion the road has been under the present management faithfully and honestly managed, and with probably as reasonable success as could be expected, in view of the many embarrassing circumstances with which the management is surrounded. The committee
1170 is satisfied that the system of book-keeping now pursued and the checks adopted are such as to render almost impossible any improper application of the funds escaping detection. It appears further that the relations of the road, through the general superintendent, with other roads are as satisfactory as could be reasonably expected, and have been for sometime past steadily improving. The disadvantages the road at present suffers from are very considerable. In the first place the road is not completed at either end, and the none completion of the northern end subjects it to great damage in giving it but one outlet in that direction, and that by connections with a road which has no interest to stimulate haul over the line of Iowa Central. The completion of the short link of four miles, which is already graded, and which would give another connection northward, would be of very great benefit to all interested in the road.

The road came into the hands of the present management with
1171 a large debt due to employés, ranging from $90,000 to $100,000, being in arrears some three months' wages and salaries. This indebtedness has been somewhat reduced, but its existance is a very heavy drawback to the road, since it prevents the management from altogether independent of its employés, and therefore, from making the reduction in operating expenses which the times call for, and which roads in a more favorable position have been able to effect. The large amount due on the rolling-stock of the company is also an obstruction in the way of profitable operation. This rolling-stock was bought at high figures. So much has already been paid upon it that the sacrifice of it by permitting a forfeiture, which would occur if these debts should not be paid, would entail most serious injury. It has seemed, therefore, to your committee that the real interest of the bondholders demand that prior to payment of interest on bonds, these car debts should be paid, and also the arrears of wages; and in view of the great increase of business to be ex-
1172 pected from the completion of the four-mile link, even the expense of that might, with advantage to all, be paid from earnings prior to the appropriation to payment of coupons.

The earnings of the road for the current year will not differ much from those of the year 1873. The first six months show a considerable loss, but not more than the average of the roads all through the country for the same period, and this loss was being made up during the latter months of the year.

Owing to the low prices of grain ev'rywhere, the earnings from that source will not be so large this fall as might otherwise have been expected, since there will be a strong tendency in consequence of such lowness in prices to hold back the crops. The earnings from coal continue to show steady increase.

The roadway, track, and bridges, your committee judge to be in satisfactory condition on the whole. Larger amounts have been expended for repairs, etc., then during former periods, but not more
1173
than has been necessary, and as far as your committee can judge with as much economy as is practicable under the circumstances.

To pass now to the third object of your committee's appointment, they have had several interviews with the committee appointed by the Boston bondholders. Their success in arriving at an understanding has not been so great as they should have deserved, although they hope that from some recent matters there is perhaps now a better prospect of an understanding.

The case of Alexander vs. The Railroad came up in August, as was expected.

The court, as your committees had anticipated, considered the bill filed entirely defective, but gave the plaintiff leave to amend the same, and appointed the second Monday in October for further hearing. At the same time the court made an order which was quite satisfactory
1174
to the committees as insuring faithful administration of the road according to the views they entertained on the subject, directing that no payments should be made from the company's treasury, except for operating expenses, to include the arrears of wages, etc., accounts, and in discharge of the debts due on rolling-stock.

At the adjourned hearing of the case, contrary to the expectations of all interested, the trustees in the mortgage, who had hitherto refused to take any active steps in the matter of foreclosure, unless the bonds were deposited with them, and they received agreements of i'demnity, took an active part on behalf of foreclosure. The demurrer to the bill as amended having been overruled, the court then ordered the new bill presented by the trustees, which, however, was filed, only the amendment of Alexander and others with the name changed to stand as superceeding the previous bill, and the hearing was again adjourned
1175
until December. In order to preserve the jurisdiction of the court they at the same time appointed Mr. Pickering, the general superintendant of the railroad company, as provisional receiver, under the same order as to expenditures which have been made at the August hearing.

This is the case, as the record now stands. The trustees are the parties plaintiff, claiming foreclosure under both mortgages; these proceedings the bondholders may adopt or may endeavor to have them suppressed or modified, with a view to a more satisfactory organization. The committees have held a number of meetings between themselves and the officers of the road, as well as with the Boston committee, to endeavor to arrive at a conclusion as to the best policy to be pursued in the matter. Their first conclusion has been to call this meeting of bondholders and submit to them the draft of an agreement for the reorganization of the company, preserving proper qualities, priorities of the different classes of creditors, without going through the steps of a foreclosure.
1176
The reason of this course will sufficiently appear, it is thought, by the draft of the agreement submitted, as well as for the following: The committee is satisfied that it would be the wish as well as the interest of the first-mortgage bondholders rather to preserve their position as holders of a mortgage on a road operated by some subordinate interest, than to become themselves the owners of the property and undertake the risks of its operation. At the same time the com-

mittee of first-mortgage bondholders felt that if possible it was due to junior encumbrances to give them the power of protecting their interests as well as those of the first-mortgage creditors, if they are so disposed to undertake the conduct of the road, so that the course pointed out by interest as well as good feeling was that it should only be as a last resort that a rigorous foreclosure should be resorted to, crushing out these subordinate interests. Holding these views as to the wishes and interests of the bondholders, and being, as above stated, satisfied of the fidelity of the management, it has seemed to the committee that the foreclosure was not necessary to accomplish a result which 1177 might be as well obtained by the harmonious action of these interests. If necessary, a foreclosure would be further injurious for the following reasons:

Apart from the expense necessarily attending, it would necessitate the raising of a certain sum, possibly a very large one, in cash, to pay off bondholders not willing to come in, of whom there would be certainly a very large number in the case like the present, where the bonds have been so widely distributed and in such small parcels; of course in the event of a sale under a foreclosure, where a plan of reorganization had been agreed upon harmonizing all interests, so large a contribution of cash would not be required as would be in the case if any of the subordinate interests felt they were to be sacrificed, but in any event foreclosure proceedings would be attended with great expense and delay, and the result, in the judgment of your committee, could not be more satisfactory than the plan of reorganization by agreement, which is herewith submitted.

Your committee are aware that it has been urged that a great 1178 advantage would result to the road by reason of a foreclosure, because such a measure would enable the road to be leased to one of the large Western roads, which would now not be willing to accept it under the heavy burden of interest on mortgages to which the road is subjected. Your committee have endeavored to ascertain what the prospects were of making such a lease, as well as what benefits might reasonably be expected to the road from such operations. From all your committees can learn there would be no hope under the most favorable circumstances of effecting a lease to any of the leading railroads, except at a rental consisting merely of an agreed-upon proportion of profits.

Experience has shown how little such an agreement, as to rental, will produce to a small tributary road leased to a great one. Especially in these circumstances does it seem that such a course would be disastrous. The interests of all the great roads is with the Chicago connections toward drawing all traffic eastward and westward. The idea of the connection of C. R. R. Co. of Iowa was to *to* develop a traffic at right-1179 angles with this, and established a through connection from S't Paul to S't Louis. Several leading towns cross the C. R. R. of Iowa at right-angles, and a close connection with any of them would probably incur the hostility of the others, while the interest, even of the leasing railroad, would be to divert the traffic of the road from the course for which it was originally designed and upon the development of which its ultimate success and prosperity must depend.

Your committee are, therefore, satisfied that the immediate as well as the ultimate interests of the road will be best promoted by preserving its management in the hands of those interested in it as bondholders and stockholders, and that the increased facility that would result from the foreclosure in leasing the road is not a satisfactory argument for such a course.

(Signed)
RICHARD L. ASHURST, Phil'a.,
THOMAS B. REED, Portland,
EDWARD WETMORE, New York,
For First-Mortgage Bondholders.
JOHN H. B. LATROBE, Baltimore,
GEO. I. M. DAVIS, New York,
PETER STARR, New York,
For Second-Mortgage Bondholders.

1180 Memoranda of an agreement as to the affairs of the Central Railroad Co. of Iowa.

First. The Farmers' Loan & Trust Co. of New York, trustees under the mortgages of *of* the Central Railroad Co. of Iowa, to give instructions to counsel to accede and co-operate in carrying out the scheme of settlement hereinafter provided for, and to employ counsel subject to the approval of the committees representing the bondholders' interests.

Second. The pending bill in the U. S. circuit court for Iowa, filed in behalf of said trustees, by Judge Grant, to be amended so as to be a simple bill of foreclosure.

Third. The defendant in said bill, Central R. R. Co. of Iowa, to file answer admitting a default in the payment of the interest on the bonds, and stating that the preservation and future welfare of the road requires that its income for some time to come should be applied, after payment of operating expenses, to paying debts due on rolling-stock, to fencing the road, and building the remaining four miles of its track.

1181 Fourth. The court to be requested, on such bill and answer, to make an order continuing the receiver heretofore appointed until the further order of the court, and authorizing such expenditures as mentioned in the answer beyond operating expenses as it can authorize by a general order, leaving the receiver to apply for further directions as to additional expenditures as may be necessary, and requiring reports at stated times from such receiver.

Fifth. The bondholders, under the first and second mortgages, to be invited to approve of this scheme and request the trustees to carry out the same.

Sixth. The first-mortgage bondholders to sign an agreement to this effect:

1st. That the whole income of the road, for the three years ending July 15, 1877, shall be expended in the construction, repair, and maintenance of the road, completing the four-mile connection or extension, and putting the road and rolling stock in good finished condition.

1182 2nd. That the payment of interest on their said bonds shall commence on, from, and after said 15th day of July, 1877; and if at the expiration of the year succeeding said date (being the fourth year from the date when the suspension of interest begins, according to this agreement) the interest on said first-mortgage bonds shall be punctually paid to the extent of six per cent. currency, the said bondholders will fund all arrears in a preferred stock, bearing interest not exceeding six per cent., to be paid out of the profits of the road in each year, which said stock shall have precedence over all incumbrances previous to the first mortgage, it being understood that unless such precedence can be lawfully secured to such preferred stock on or before July 15, 1878, the said first-mortgage bondholders shall not be bound to accept the same.

3rd. The said first-mortgage bondholders further agree, that on the
said 15th day of July, of 1878, in the event of the conditions of this
agreement having been otherwise complied with, they will fund
1183 one per cent. interest on their bonds for the years ending respect-
ively July 15, 1878, 1879, 1880, in preferred stock of the same as
that provided in the immediately preceding paragraph of this agree-
ment.

4th. That all arrears of interest on said first-mortgage bonds, up to and including July 15th, 1877, shall, for the purpose of funding as above provided for, be converted from gold into currency by allowing and computing gold at a liquidated premium of ten per cent., and all future and further interests beyond that date is to be treated and considered as reduced and converted from gold to currency without premium.

Seventh. The second-mortgage bondholders shall agree to suspend their interest in like manner, and to fund the same in like manner and form in a second preferred stock, preserving proper subordination to the preferred stock hereinbefore provided for, bearing seven per cent. dividends.

Eighth. The floating-debt creditors and holders of third-mortgage
bonds to agree to take common stock for their claims.

1184 Ninth. The present holders of the common stock of said railroad
company to reduce the amount of their stock to 33⅓ per cent., or
to one-third of its present amount.

Tenth. The several subordinate interests hereinbefore mentioned, 2nd-mortgage bondholders, floating-debt creditors, and stockholders to agree that if at the end of the fourth year, viz, July 15th, 1878, the six per cent. currency interest hereinbefore provided to be paid to and accepted by the first-mortgage bondholders is not duly paid, the first-mortgage bondholders shall take the road without delay, hinderance, or opposition, and the said subordinate interests to be debarred and cut off from any future interest therein.

After the reading and acceptance of the report, the following resolutions were unanimously adopted:

Resolved, That the committees hitherto appointed be continued with
power to carry out the scheme, and to take such measures for carrying
said scheme into effect as they may deem proper, and that it be left
to the committees to determine when this agreement shall be
1185 so far assented to by the bondholders as to justify the carrying
out of the plan reported by the committees and adopted by the
meeting, and to call meetings of the bondholders whenever they may
deem it necessary.

Resolved, That the expenses of committees be paid by the provisional receiver, if approved by the court.

The following gentlemen present represented the bonds opposite their respective names:

Hon. Jno. C. Bullitt, Philadelphia Richard Lewis Ashurst, "	$261,000
Hon. John H. B. Latrobe, Baltimore	305,000
Hon. Thomas B. Reed, Portland	280,000
Hon. Henry W. Paine, Boston	102,500
P. V. Rogers, Utica	87,500
S. A. Crosier, Upland, Pa.	60,000
H. R. Hinckley, Northam'ton, Mass.	35,000

Signed by G. E. TAINTOR, *Secretary.*

1186 A careful analysis of this report indicates another funding scheme, which, if finally successful, entails a loss of interest to the first mortgage creditor in amount equal to the present cash value of the principal, and places upwards of a million dollars more (4 years' accumulated interest on the first-mortgage bonds) ahead of the second mortgage, while it still more seriously affects the interests which follow. If unsuccessful, all creditors and owners, so far as a final adjustment is concerned, will find themselves occupying precisely the same position they now occupy, with the property greatly deteriorated from its present value. This we explain by the expensive replacements which will necessarily have to be provided for at the end of that time. The ordinary life of iron on a road earning $4,000 per mile per year is ten to twelve years; of ties and bridges, seven to nine.

First-mortgage bonds at present are quoted with accumulated interest at 28 cents on the dollar, equal only to 4 years' interest. To be
1187 sure it is promised, if at the end of four years the interest is not forthcoming, that the first-mortgage bondholder shall take the road without further delay or hindrance. But this is a promise which the joint committee have neither authority to make or power to execute, as under the laws of Iowa possession* can only be had by foreclosure and sale, and the same time will be required and the same liability to opposition incurred as we are now encountering, though, perhaps, from other parties.

As a committee, we have for some time been prepared to make a report to those who may be relying upon us for information, but have purposely delayed, hoping that the New York joint committee might be induced to abandon the old programme of delay and extension and adopt the method of reconstruction hereafter set out by us and thus save further contention.

The short opportunity of personal conversation with the gen-
1188 tlemen composing this committee which we have been permitted to have, as the showing of the interests which they represent by proxy, as exhibited at the close of their report, convinces us, if they are sincerely working for the interest of the creditors, that it will be comparitively easier for the eight men named as controlling this interest to make a change than ourselves, who now represent upwards of 300 individual bondholders.

The $261,000 of the first-mortgage bonds represented by Mess'rs Bullitt and Ashurst belonged to the bankrupt estate of Jay Cook & Co., and are as we understand under their sole control as attorneys of the trustee of that estate, while the $305,000 of 2d mortgages which appear in the name of M'r Latrobe, chairman of the 2d-mortgage bondholders' committee, represent the consolidated interests of Baltimore parties, who retain him as attorney to protect their several interests.

We mention these facts disclaiming any intention whatever to reflect upon the intentions of these gentlemen toward their constituents.

1189 The instructions received by the trustees from the parties heretofore represented by us in the consolidated bill now before the court, are to proceed in a manner "which will secure the results recommended by this committee in their report of Feb. 23d, 1874." In brief, to obtain possession and control of the property for the first-mortgage bondholders, provided they in turn should protect the interests of those who follow them, in the priority to which they belong.

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*Statutes of Iowa, sec. 3319: "No deed of trust or mortgage of real estate, without power of sale, made since the first day of April, A. D. 1861, shall be foreclosed in any other manner than by action in court by equitable proceedings."

The exact language of this report is as follows:

The present condition of the company is such as to preclude a satisfactory delivery to lessee, and the position now occupied by bondholders and stockholders and creditors renders it necessary to appear to the courts to put them in the position to which they are equitably entitled.

After careful consideration, we believe the various claims should be arranged in the following order:

1190 1st. Net earnings of road to be devoted to the cancellation of unpaid claims of employés, amounting to some $70,000.

2d. Holders of first-mortgage bonds and unpaid coupons to July 15, 1874, inclusive, to be entitled net earnings of road until the amount received shall give them annually seven per cent. on the amount of their claimes.

3d. Holders of second mortgage bonds and unpaid coupons to Oct. 15, 1874, inclusive, to be entitled to all net earnings after the seven per cent. to preferred creditors has been paid, till their annual dividend shall reach seven per cent.

4th. Third-mortgage bondholders and holders of floating debt to be classed as third creditors, and entitled to a seven per cent. dividend after the two first are paid.

5th. Anything remaining to be paid to the common stockholders.

1191 6th. Ways and means to be devised to iron the incomplete portion of the line, providing the earnings and security on the two hundred and five miles now in operation shall not be intrenched upon or disturbed for that purpose.

As a committee we have thus given you the result of our investigations and the conclusions which we think follow. If further information is desired, bondholders can apply in person or address by letter, H. J. Boardman, chairman, 35 Court street, Boston.

Reference to the Trust Company's circular enclosed will show that they do not deem this incompatible with their duties as trustees, as the mortgages securing both first and second bonds contain a provision which enjoines such action on their part when sanctioned by a majority of those entitled to its protection.

1192 With their consent, we have therefore authorized the *in*formation of a new company, whose charter will be found enclosed in this pamphlet, the object of which will be to avail itself of the provision in the mortgage quoted by the trustees, and purchase the franchises and property of the Central R. R. Co. of Iowa by an exchange of securities.

The result thus sought for will, in our belief, give the relief desired, but can only be obtained by the harmonious action of a majority of those in interest, which, in the eye of the court, will be sufficiently signified by signing the blanks issued by the trustees, a copy of which is enclosed.

It is urged in the circular of the N. Y. joint committee that it is neither the wish of or for the interests of the creditors to control their own property. Of this point we are not so well assured, and leave the decision to the bondholders themselves without argument.

1193 An elaborate opinion is also offered as to the propriety of leasing the road as against its operation by its owners, more particularly by those who are now managing it.

We have always favored a lease on a fair basis, and can see no impropriety in receiving as a consideration therefor a proportion of gross earnings; for, was the rental fixed at a certain price annually, this sum, based in a great measure as it would be on the present value of the property as a feeder, would not amount to enough to pay the full interest to which the first-mortgage holder is entitled, and, of course, would cut off all chances of junior interests, whose only hope lies in the increase of traffic which the future development of the country may warrant.

The expenses of the general office, including salaries of officers, at-
torneys, agents, &c., were upwards of $17,000 for the first six months
of 1874, as shown by the affidavit of Sup't Pickering, a sum sufficiently
large in itself to pay the interest on the second-mortgage bonds for the
same length of time, and this item of expense is only one of many
1194 which might be avoided by putting its management into the
hands of a corporation who could afford the necessary superin-
tendence without a material increase in clerical force.

All the trunk lines of Iowa are operated under a lease to larger corporations on a percentage of gross earnings of from 28 to 35 per cent. The McGregor Western and the Mason City & Minnesota, by the Milwaukee & S't Paul; the Dubuque & Sioux City and the Iowa Falls and Sioux City, by the Illinois Central; the Chicago, Iowa & Nebraska and the Cedar Rapids & Missouri, by the Chicago & Northwestern; the Mississippi & Missouri by the Chicago, Rock Island & Pacific, and the Burlington & Missoui River by the Chicago, Burlington & Quincy; and all of these leased lines which have been in operation six years show a net of from $1,200 to $2,800 per mile to the lessors, and the latter seem to have no difficulty in making their tenants live up to the letter of their contract.

Assuming the smallest sum earned by any of these to be a fair
1195 amount for the Central to start with, and the result would in it-
self, aside from the prospects for the future, be sufficient to put
its 1st-mortgage bonds to 95 cents, on a basis of a 7 per cent. invest-
ment, to wit, 205 miles at $1,200 per mile, amounting to $246,600 net;
annual interest on $3,700,000 first-mortgage bonds, $250,000.

No immediate necessity arises, however, for an argument regarding a lease, and we have only adverted to it to corroborate the assertions first made in our circular of the 23d of last February, which contained an out and out proposition for an alliance of this kind on the part of the Milwaukee & S't Paul Railroad.

The exhibit of earnings of the last half of each year in 1872, 1873, 1874 was obtained from the weekly circulars issued by the auditor of the road to the directors, and believed to be correct.

The result is not very flattering in the opinion of experienced men
who believe that a western railroad should for the first five years
1196 of its existence show an increase equal to ten per cent. annually
from its first year's earnings. The loss in this instance seems to
have resulted from general freight; coal business having increased, and
the passenger business largely also.

There must be some reason for this aside from the excuse of panics and granger tariffs, as the business of 1873, the smallness, which was excused on account of the former, exceeds that of the present year, while that certain class of business most affected in price by hostile legislation has greatly increased in volume since its enforcement. Where property of this kind is managed by men or capital who own it, such results are generally rewarded by a change in the heads of departments. If this remedy is not effectual, the inquiry is usually pushed further. In the present case the proper owners are at the mercy of a court, who, while prepared to take such action as will give the relief usually sought at the hands of a court of this character, depend greatly upon

1197 the action of and evidence shown by the contesting parties, and without decided action on their part in one direction or the other, little progress can be expected in a final adjustment. Meanwhile we hope and are disposed to believe that the court, pending a final adjustment, will leave no proper expedient untried to satisfy those who have suffered so greatly, where the real seat of the trouble lies.

In a circular recently issued to bondholders, by our attorneys in our name, strong ground was taken by them against the appointment of M'r Pickering, former superintendent, and now provisional receiver, as permanent receiver.

While we as a committee are disposed to say little on this point, we know that those who are acting in our behalf enjoy advantages for a detailed examination of affairs which we do not; at any rate, we respectfully submit that other qualifications aside from "honesty and integrity," so strongly urged in behalf of M'r Pickering by his
1198 friends, are necessary to give first-class management to a property of this extent and magnitude.

We would especially refer the reader to the report of M'r Alexander, which has purposely been made full in detail, as to the character and direction of business, cost of operation, &c., for the benefit of those who may seek hereafter to enjoy the property as lessee.

We furthermore urge upon bondholders the necessity of diligence on their part in certifying to the trustee, through a petition (a blank form which will be furnished upon application), their desire as to the future disposition of the property, the court being justified in giving a reasonable time for this purpose.

Dated Boston, Dec. 26, '74.

(S'g'd)

H. J. BOARDMAN,
CHA'S ALEXANDER,
A. V. LYNDE,
Committee of Bondholders.

1199 *Report of Charles Alexander, Esq.*

BOSTON, *Oct. 20th*, 1874.

Messrs. H. J. Boardman and A. V. Lynde, members of the bondholders' committee:

GENTLEMEN: In conformance with your wishes, I herewith submit the results of my investigation into the affairs of the Central Railroad Company of Iowa.

During a recent stay of eight or nine weeks in Iowa, it has been more my aim to acquaint myself with the general value of the property in question and its future worth, when skillfully handled, than to examine into the present status of the company, a work properly belonging to experts, in detail.

The road-bed itself seems substantially built and well equipped with sidlings, depot buildings, fuel and water stations, elevators, and other fixtures, affording facilities for the transaction of a much larger business than is now enjoyed. Its location is through the heart of
1200 the State, from north to south, and in its construction a prairie level was largely followed, which resulted in grades and curvatures no greater than those generally adopted by western roads. The territory tributary to the line in the south half of the State is populous and wealthy; the northern portion more sparsely settled, on account of comparatively recent railroad developments. The whole rich in agricultural resources a thrifty.

My observation lead me to believe that the statements of the originators of this enterprise, upon which the purchasers of securities largely relied, were well based and honestly made though the predicted increase of earnings, as time has shown, has fallen far below their calculations.

In the general depression and disappointment they have suffered as well as the bondholders, having become greatly embarrassed, personally
in several instances, in their efforts to sustain the project, till it
1201 secured the necessary age and strength to support itself unaided.
This is not so much to be wondered at, as I find that many roads in these new countries have exhausted land-grants and large subsidies, and in many cases drawn additionally upon the private purses of the projectors or stockholders, to meet interest obligations, before the desideratum named could be reached.

Quite a local controversy has arisen between the friends of the old management and those of the new, and no little ill-will engendered thereby. This seems to have originally arisen from the disposition of M'r Pickering, superintendant, to excuse the lack of increase in earnings in 1873 over 1872 on the grounds that earnings of former years were misstated. M'r Gilman stoutly retorts that the source of the trouble lies in M'r Pickering's incapacity and ignorance of the business, and pre-
dicts earnings of 1874 to be less than either '73 or '72, as evidence.
1202 Whatever the real merits of this quarrel may prove to be, it is
of little consequence to creditors. Affairs are truly in a deplorable shape when 1st-mortgage bonds on an Iowa railroad, finished and equipped, two hundred miles in length, bonded for less than $20,000 to the mile, should only bring in open market, with twelve months' accrued interest, 26 to 28 cents on their par value. Nor can I see any immediate relief to bondholders except in the wise ruling of a court which, in exercising its power to furnish a new management, can in a great measure settle the question *settle the question* as to where the trouble actually lies, and determine the wisest disposition to make of the property in the future.

The restriction which legislature seem inclined to impose upon tariffs, of which so much complaint is made, is less onerous in Iowa than in her sister States. The passenger travel on the Central, or the receipts from the same, have largely augmented, and this too, under a square reduc-
tion from 5 to 3½ cents per mile, while the freight business being
1203 composed mostly of short hauls have been little disturbed. The
coal traffic, which enters largely into its business, on an average haul pays as well as before, and if the usual increase in annual shipments is not maintained, it must be from slackness in management of that department alone, for the supply at very low figures is ample, while the scope of country which should furnish a market is in a manner unlimited.

I herewith subjoin in a showing of shipments and freights of this article for three successive seasons, which I have obtained from statements of the company:

Year.	Tonnage.	Cash rec'd for freight.
1871	20,146	$45,328
1872	55,327	123,485
1873	89,874	201,510

An encouraging exhibit of increase, and one in which, in my opinion, should annually be maintained for the next five years.

No inconsiderable portion of my time has been spent searching for data and statistics which would enable me to arrive at a true value 1204 of the property. While every opportunity has been afforded me to acquire information of this kind, I find an unexpected obstacle arises in my own mind to dictate to you, even that of which I am satisfied myself.

The trouble arises from the fact that the word "value" has different meanings in different minds. It is subject to three interpretations in this case, to wit: 1st. Absolute original cost of property. 2d. Amount required to replace under present shrinkage of values. 3d. Its cash value under the hammer.

These different results I shall proceed to give as little in detail as possible, in the order above named, leaving it with you to curtail and utilize for future use, explaining meanwhile that while closely calculated upon and compiled, the figures are necessarily approximate.

1205 Grading and bridging	$1,475,000
Ties	307,500
Iron, chairs, spikes, switches, track laying, and surfacing	2,050,000
Right of way and depot grounds	51,250
Station-houses, water-tanks, turn-tables, coal-stations, & gravel pits	258,000
Eldora shops & machinery	27,000
Round-house at Marshall and ground	31,500
Rolling-stock and locomotives	488,500
Personal property	43,750
Engineering and superintendence	68,750
	$4,801,250
There could probably be properly added to the above:	
Advertising, printing, lithographing, and expenses incidental to the New York office	$95,000 00
Coupon interest paid since construction first began, over and above net earnings	$775,000 00
	5,671,250 00

The above amount was what the company expended from their own funds in the purchase of land and construction of round-house foundations, filling in, etc. $45,000 in cash was subscribed by the people of Marshaltown, and a sum sufficient to pay for 43 acres of land, $19,000 of which 'as only been paid in. The round-house has burned down without realizing any insurance, and never rebuilt; while the payment of the balance of the subscription has been enjoined by their own citizens and a suit threatened for recovery of the land. I would advise some action be taken to force these people to live up to their agreement.

1206 *Estimate No. 2.*

Which gives the present value of the property at its bare cost in cash, figuring nothing for expenses of disposing of securities or for interest on money advanced up to Jan. 15th, 1863, approximate so closely to 23 per cent. of original cost that I give it it in that form, to wit:

Original cost of road and adjuncts	$4,801,250
Shrinkage in cost of labor and value of material from 1870 to 1874, 23 per cent	1,104,287
Present cash cost of replacement, aside from expenses, outside of actual construction	3,696,963

The price this railroad property might bring at public sale depends so greatly upon circumstances, for instance, the ability of the bondholders to give a title before it shall become impoverished by natural wear and tear, the record and reputation it may make while in a receiver's hands, and the ability of connecting roads to purchase it as feeder or for the purpose of consolidation with their own lines, that I fear an estimate on my part may be a work of supererogation.

1207 I think I am safe in saying, however, judging from present appearances, that one million five hundred thousand dollars would be an outside price for it, or a sum equal to 30 or 35 per cent. realization to the 1st mortgage bondholders on their securities. As a relief I would suggest that a new company be formed in which every sufferer should be invited to join, and purchase the property at its ultimate sale, making the arrangement sufficiently liberal to warrant the co-operation of minor interests, expecting, of course, in the new make up, that the 1st mortgage creditors should control the ruling power, and be entitled to the first earnings of the property, to an extent, at least, somewhere near what they expected when making the investment.

I am informed that the 1st mortgage bonds netted the company some 91 cents, w*hic*h accrued interest added, while the seconds only brought 75 per cent., and the common stock 25 per cent.

The prices named show that the stockholders took their chances as all speculators do for a big show to win or lose, and therefore
1208 should not complain at the result. The 2nd mortgage bondholders followed suit, though the chances for either were less, while the 1st mortgage holders paid a handsome price for a safe investment; and while I am ready to acknowledge, for motives of policy, it is best to join hands in a general compromise, I have yet to see why that compromise should involve us as 1st mortgage bondholders in a move which would for an instant depreciate the security which we now hold on the property, or our full interest upon the investment when the road can earn it.

At your request, I subjoin a detailed statement of earnings and expenditures, balance sheet, etc., of 1872, none since having been issued to the public.

Very truly, yours,
(S'g'd) CHARLES ALEXANDER.

1209 *Comparative statement of earnings of the C. R. R. of Iowa, for the last half of the years* 1872, 1873, *and* 1874.

	1872.	1873.	1874.
JULY.			
1st week	$10,628 10	$12,984 61	$9,339 53
2nd week	11,490 10	16,170 60	12,071 62
3rd week	11,344 87	16,366 47	10,377 13
4th week	11,187 26	18,976 89	12,800 97
Total	44,650 33	64,498 57	44,588 85
AUGUST.			
1st week	$8,240 70	$12,686 38	$10,889 99
2nd week	12,427 61	17,413 26	15,594 09
3rd week	16,161 21	23,264 19	17,256 90
4th week	13,926 96	18,962 67	19,061 32
Total	50,756 48	71,346 50	62,802 30
SEPTE'R.			
1st week	$14,450 97	$14.428 76	$Not rec'd
2nd week	15,300 75	18,843 26	18,967 06
3rd week	18,325 24	17,494 39	18,067 40
4th week	18,951 53	16,248 69	17,591 78
Total	67,028 40	67,015 10	
OCTOBER.			
1st week	$19,033 66	$16,835 11	Not rec'd
3nd week	21,436 05	19,891 61	$19,969 30
3rd week	21,998 74	19,930 25	18,659 56
4th week	21,667 66	23,142 88	19,139 72
Total	84,136 11	79,799 85	
NOVEM'R.			
1st week	$15,798 05	$16,431 81	$14,854 95
2nd week	17,446 92	21,587 07	14,294 20
3rd week	18,502 20	17,927 05	17,387 25
4th week	16,780 11	18,011 44	15,214 76
Total	68,527 28	73,957 37	61,751 16
DECEM'R.			
1st week	$15,449 73	$12,128 81	Not rec'd
2nd week	16,125 02	16,170 94	" "
3rd week	15,024 03	16,294 81	" "
4th week	Not rec'd..	14,876 72	" "
Total		54,791 28	

1210 *Balance-sheet Central Railroad of Iowa, Jan. 1st,* 1873.

		Dr.
To cash and supplies on hand Jan. 1st:		
1872.		
Cash	$7,147 36	
Supplies at Marshalltown	15,691 91	
		22,839 27
To earnings of road for 12 months:		
Freight	440,829 26	
Passengers	133,132 07	
Express, mails, etc	40,109 68	
		614,071 01
To bond-account:		
Net receipts from sales of 136,000 1st-mortgage and 218,000 2nd-mortgage, interest added and commissions and expenses deducted		288,453 70

	To stock-account:		
	Net receipts *from* sale of 380 shares at 25, and purchase of 100 shares at 20..		7,500
	To city of Marshalltown:		
	Subscriptions to aid construction of machine-shops		10,000
	To Marshalltown office:		
	Unexplained credit allowed by N. Y. office to call loans		5,000
1211	Outstanding at New York Dec. 31st		$168,188 02
	To accounts and bills payable:		
	Accounts and bills at Marshalltown	202,191 55	
	Bills at New York	352,809 35	
			555,000 90
	Total		$1,571,052 90
1212			Cr.
	By balance of accounts outstanding Jan. 1st:		
	1872.		
	New York	$310,168 31	
	Marshalltown	40,152 59	
			350,320 90
	By expenses of operating road 12 months:		
	Maintenance of way	95,334 96	
	Movement of trains	206,366 99	
	Stations and repair-shops	42,432 40	
	General expenses	88,025 71	
			432,160 06
	By coupon interest:		
	Coupons 5 and 6, first mortgage; 2 and 3, 2nd mortgage		350,562 39
	By interest and exchange:		
	New York	55,999 05	
	Marshalltown	2,033 91	
			58,032 96
	By expense-account:		
	New York office	11,549 07	
	Legal expense, &c., at Marshalltown	1,416 98	
	3-mortgage bond expense	1,999 29	
	Transfer-agent's accounts	1,183	
			16,148 34
1213	**By construction-accounts reported at New York:**		
	Error in net earnings of Iowa River R'y	4,459	
	Payments on accounts of I. V. Con. Co	13,889 97	
	Allowed I. V. Cons. Co., Dec. 14	35,435 36	
	Estimates Oct., Nov., & Dec., 1871	8,580 23	
			62,364 56
	By new construction, 1872:		
	2.596 miles side-track	27,169 61	
	Marshall round-house	17,272	
	Marshall machine-shops	10,407 63	
	Depots, engine-houses, &c	13,579 49	
	Water works, snow-fences, &c	16,547 91	
			84,976 64
	By equipment:		
	I. M. Cate's account	52,644 22	
	2 passenger-coaches	10,200	
	2 baggage-cars	4,870	
	100 box-cars	90,200	
	Way-cars, tool-car, &c	41,250	
	Air-brakes, train-tools, & fixtures	13,971 13	
	Shop-tools	8,288 13	
		596 25	
			222,019 73

1214 By bills and accounts receivable, Dec. 31:		
Marshalltown	58,783 37	
New York	6,949 58	
		65,732 95
By material on hand:		
At Marshalltown Dec. 31		27,959 48
By cash Dec. 31:		
New York	119 59	
Marshalltown	655 30	
		774 89
Total		$1,671,052 90

(S'g'd) C. C. GILMAN,
President and Gen. Sup't.

A.—YEARLY

Freight forwarded from each

1872.	Chicago.		Milwaukee.		S't Louis.		S. P. & Minn. R.	Other points.
	Cars wheat.	Cars grain, except wheat.	Cars wheat.	Cars grain, except wheat.	Cars wheat.	Cars grain, except wheat.	Cars grain.	Cars grain.
Northwood	200	4	81	3	22	7	......	23
Mason City	......	......	7	......	......	......	......	14
Rockwell	51	......	......	1	5	6	3	2
*Chapin	24	11	1	......	......	5	......	8
Hampton	121	21	28	21	4	35	20	19
Geneva	33	1	2	16	4	7	14	15
† Faulkner	......	......	......	......	......	......	2	1
Ackley	26	116	1	......	......	91	82	63
Abbott	1	......	3	10	31	12	......	3
Steamboat Rock	211	95	11	8	7	57	12	38
Eldora	146	80	26	34	40	96	6	143
Union	155	25	8	81	42	37	43	91
Liscomb	181	88	2	132	29	57	8	37
Albion	40	7	13	79	39	35	23	19
Marshalltown	19	6	2	117	32	216	67	194
Gilman	233	91	1	28	104	59	57	139
Grinnell	4	6	......	18	46	85	......	......
Searsboro'	24	11	......	41	19	......	30	55
New Sharon	38	79	......	48	......	18	17	8
Oskaloosa	6	33	......	6	40	143	18	165
Eddyville	......	......	......	2	23	61	29	88
Albia	......	......	......	......	......	......	......	2
Ottumwa	......	......	......	......	......	1	......	14
	613	674	186	643	480	1,048	431	1,218

STATEMENT.

station, C. R. R. of Iowa.

To all points.																	
Cars flour and corn-meal.	Cars potatoes and onions.	Cars apples.	Cars salt.	Cars lumber.	Cars coal.	Cars lime.	Cars stone.	Cars sand.	Cars cattle and hogs.	Cars sheep.	Cars horses.	Agr'l imp'ents & house goods.	Cars stone-ware.	Cars clay.		Total No. of car-loads.	Miscel'aneous, pounds.
4	4	....	....	1	....	....	....	....	6	....	....	......	....	....	9	364	200, 670
4	5	....	16	310	6	51	22	....	29	....	....	21	....	....	....	321	1, 106, 530
....	......	1	....	2	....	....	....	....	9	....	....	......	....	....	....	88	57, 450
....	......	....	....	....	....	....	....	....	5	....	....	......	....	....	....	54	5, 960
6	11	....	....	7	....	....	....	....	52	....	....	1	....	....	....	348	166, 410
....	9	....	....	....	....	....	....	....	11	....	....	......	....	....	....	133	57, 450
....	......	....	....	....	....	....	....	....	......	....	....	......	....	....	23	3	4, 300
....	......	1	....	63	5	....	....	....	12	....	1	24	....	....	....	614	522, 990
16	49	....	....	....	....	....	....	....	4	....	....	1	....	....	....	39	9, 310
....	......	....	....	....	1	....	2	....	69	2	....	......	....	....	....	616	294, 840
12	24	....	1	2	....	....	2	....	65	....	1	3	5	17	6	750	602, 450
....	29	....	....	4	....	....	....	....	97	....	1	1	....	....	6	65	294, 460
2	19	....	....	3	....	....	....	....	29	....	1	......	....	....	2	558	84, 40
....	39	....	....	....	....	....	....	....	65	....	....	......	....	....	21	504	82, 840
23	9	4	2	185	17	6	290	1	23	1	7	15	4	....	75	1, 457	5, 135, 790
15	153	....	....	1	....	....	....	....	34	....	....	2	....	....	....	04	162, 400
....	23	3	5	4	....	....	....	....	13	....	3	23	7	....	17	346	1, 568, 190
20	11	....	....	1	....	....	....	....	58	....	....	......	....	....	....	263	111, 750
1	2	....	....	....	....	....	....	....	118	2	2	2	....	....	6	625	253, 390
1	5	....	2	11	4, 839	51	4	8	369	17	12	7	....	6	64	5, 661	1, 965, 690
26	3	5	29	24	97	....	7	12	22	3	4	10	....	....	27	212	6, 497, 960
....	......	9	5	12	5	....	....	....	3	3	3	19	2	....	10	86	2, 124, 890
....	......	5	....	1	1	....	....	....	......	....	....	2	....	....	9	18	1, 100, 700
130	398	28	83	127	4, 971	108	327	21	1, 093	28	35	131	18	23	284	17, 398	27, 194, 470

J. W. GILMAN,
Gen. Freight Agent.

* Opened in June.
† Opened in April.

REC. 175—21

CENTRAL RAILROAD OF IOWA.

Yearly statement of earnings on freight forwarded.

1872.	Northwood.	Mason City.	Rockwell.	Chapin.	Hampton.	Geneva.	Faulkner.	Ackley.	Abbott.	Steamboat Rock.	Eldora.
Jan	169 87	$2, 958 84	$61 38	....	$843 03	$258 08	....	$2, 587 65	$304 00	$823 49	$1, 587 56
Feb'y	472 85	5, 075 39	106 34	....	705 84	204 03	....	1, 499 23	222 77	1, 306 86	2, 482 85
Mar	643 93	8, 813 54	176 91	....	688 49	575 87	....	122 57	4 7	1, 229 57	1, 532 47
Apr	1, 209 06	7, 888 7	26 93	....	663 59	114 18	$41 10	1, 4 5 4	16 00	6 3 1	1, 194 63
May	499 37	8, 135 02	106 60	....	667 39	9 19	30 49	1, 597 42	30 12	864 35	1, 22 9
June	627 99	7, 585 93	214 13	$262 79	57 97	249 84	....	1, 457 14	15 58	1, 428 13	1, 652 1
July	925 38	579 39	33 58	21 35	236 91	2 1 69	....	1, 500 24	4 09	668 11	1, 111 83
Aug	492 52	4, 013 07	138 2	117 60	349 53	183 85	20 00	1, 034 24	153 25	1, 188 28	2, 312 31
Sept	1, 295 12	2, 308 70	536 20	281 35	1, 45 90	241 89	....	2, 265 94	49 89	2, 379 94	2, 280 50
Oct	2, 816 35	10, 808 21	746 64	522 06	2, 0 7 31	84 28	17 13	3, 699 98	165 47	2, 325 55	2, 738 78
Nov	1, 501 41	9, 552 65	404 37	34 15	1, 190 12	383 85	2 04	2, 776 83	29 99	1, 753 82	1, 36 52
Dec	997 04	3, 331 50	228 74	277 8	1, 96 28	291 66	....	1, 479 82	58 30	1, 915 47	1, 120 92
Total	11, 9 0 89	76, 250 61	2, 780 74	1, 616 68	10, 823 6	3, 752 41	110 6	23, 436 20	1, 145 13	18, 507 08	21, 273 16
P'd others	....	802 55	....	....	....	....	....	385 51	....	....	....
Earnings	11, 950 89	75, 448 06	2, 780 74	1, 616 68	10, 823 36	3, 752 41	110 66	23, 050 69	1. 145 13	16, 507 08	21, 273 06

Yearly statement of earnings on freight forwarded.—Continued.

1873.	Union.	Liscomb.	Albion.	Marshall.	Gilman.	Grinnell.	Searsbobo.
Jan	$1, 248 76	$752 70	$1, 039 92	$4, 383 66	$1, 136 07	$1, 035 87	$51 17
Feb	1, 400 74	953 79	836 51	3, 802 11	866 42	1, 121 36	2 5 26
March	1, 450 22	568 15	1, 071 80	4, 772 50	591 44	1, 301 03	493 60
April	514 39	449 42	19 45	3, 669 4	685 29	1, 328 28	314 62
May	8 3 66	356 11	213 66	3, 596 86	658 70	685 97	550 45
June	2, 017 39	648 81	666 70	3, 021 13	1, 415 60	556 07	540 20
July	1, 008 37	387 12	793 85	2, 410 17	500 30	511 82	285 30
Aug	2, 017 72	1, 329 65	923 92	2, 789 54	2, 505 16	881 84	1, 216 31
Sept	2, 303 07	2, 251 55	2, 020 31	6, 365 84	3, 674 34	2, 002 45	463 05
Oct	1, 996 41	3, 594 31	1, 806 81	5, 533 88	3, 537 44	2, 378 93	165 13
Nov	1, 172 57	2, 081 35	1, 091 79	4, 158 13	1, 907 38	1, 603 57	386 88
Dec	1, 126 69	1, 416 50	1, 174 10	2, 443 75	1, 168 39	993 90	280 11
Total	17, 111 90	14, 789 46	11, 86 89	46, 947 05	18, 646 47	14, 401 09	5, 492 08
P'd others				4, 075 86		278 95	
Earnings	17, 111 99	14, 789 46	11, 66 89	42, 871 19	18, 646 47	14, 122 14	5, 492 08

1873.	New Sharon.	Oskaloosa.	Eddyville.	Albia.	Ottumwa.
Jan	$1, 474 72	$10, 008 68	$238 28	$989 99	$407 90
Feb	1, 447 15	6, 97 32	69 40	1, 561 98	409 07
March	833 59	6, 167 57	113 08	2, 84 92	869 45
April	1, 592 50	4, 3 6 90	134 10	2, 578 52	421 00
May	53 29	4, 9 3 15	1, 472 91	1, 043 78	432 71
June	1, 153 50	5, 33 51	1, 139 89	314 51	298 39
July	689 34	7, 428 07	1, 390 17	262 86	408 04
Aug	1, 285 17	9, 149 19	1, 575 43	288 34	17 95
Sept	1, 476 67	9, 914 49	1, 835 99	786 05	385 74
Oct	1, 292 91	15, 392 50	2, 0 8 93	809 25	660 80
Nov	1, 027 27	18, 215 91	1, 068 48	360 02	972 98
Dec	845 83	21, 911 80	808 37	162 59	564 25
Total	13, 654 94	120, 582 09	11, 885 03	11, 662 81	6, 006 58
P'd others			639 40	3, 651 18	300 93
Earnings	13, 654 94	120, 582 09	11, 245 63	8, 011 63	5, 105 65

Amount paid other roads specified in body of report	10, 734 38
Amount paid other roads from stations not specified	17, 609 57
Total amount paid other roads	28, 343 95
Aggregate	464, 693 23
Deduct am't paid roads	28, 343 95
Total earnings	436, 349 28

(S'g'd)

J. W. GILMAN,
Gen. Freight Agent.

Annual exhibit of locomotives for year 1872.

No. of engine.	Size of cylinder.	Diameter of drivers.	Weight, tons.	Total No. of miles run by engine.	Value of— Waste, oil, and tallow.	Value of— Fuel.	Value of— Stores.	Cost of repairs. Labor.	Cost of repairs. Material.	Cost of repairs. Total.	Total cost per mile run. Cts.	Total cost per mile run. Mills.	Remarks.
1......	14 x 22	4½ f't	26	27,536	142 02	1,257 01	75 83	493 74	207 37	701 11	7	9	Laid up December, 1871, in shop nine weeks.
2......	16 x 24	5 f't	30	24,602	201 66	2,349 89	91 64	1,635 84	562 99	2,198 83	19	6	Rebuilt.
3......	15 x 22	5 f't	28	32,221	183 15	1,988 90	86 51	1,443 14	1,054 28	2,497 42	14	7	Received thorough repairs.
4......	15 x 22	4½ f't	28	23,028	14 27	1,061 50	36 47	2,393 94	1,483 72	3,877 66	22	2	Rebuilt.
5......	15 x 22	4½ f't	28	....	....	....	....	1,479 69	1,224 75	2,704 44	......	......	Rebuilding.
6......	15 x 22	5 f't	28	33,395	194 30	1,690 52	58 68	2,026 35	791 94	2,818 29	14	......	Received thorough repairs.
7......	15 x 22	4½ f't	28	26,693	17 00	1,906 04	81 83	1,341 87	984 92	2,326 79	16	8	" " " " " "
8......	15 x 22	4½ f't	28	30,775	191 48	2,375 89	72 93	291 20	310 43	601 63	10	5	
9......	15 x 22	4½ f't	28	36,575	221 12	1,777 63	60 93	395 86	323 61	719 49	7	2	
10......	16 x 22	5 f't	33	35,291	247 58	2,577 54	73 34	299 39	239 59	538 98	12	5	
11......	16 x 22	5 f't	33	34,377	245 57	2,959 94	107 01	442 01	205 55	67 56	11	5	Slight repairs.
12......	16 x 24	5 f't	30	28,484	151 98	2,262 69	69 93	1,462 32	573 77	2,036 09	15	9	Received thorough repairs.
15......	16 x 24	5 t't	33	35,495	212 26	2,302 16	55 21	275 50	119 53	395 03	8	3	
16......	16 x 24	5 f't	33	34,920	214 64	2,576 63	56 78	222 37	145 05	367 42	9	2	Slight repairs.
17......	16 x 24	5 f't	30	34,048	192 06	2,948 14	97 15	565 13	245 70	750 83	11	7	
18......	16 x 24	5 f't	30	33,946	215 86	2,748 89	110 02	410 86	330 18	741 04	11	2	
19......	16 x 24	5 f't	30	29,901	205 20	2,672 14	73 19	940 38	468 61	1,408 99	14	5	Received thorough repairs.
20......	16 x 24	5 f't	30	33,308	212 03	2,723 26	56 08	647 07	239 72	886 79	11	6	
				536,595	3,343 18	38,178 77	1,265 53	16,706 68	6,511 71	26,218 39			

1220 Total No. of miles run	536,595
Average cost per mile run for repairs, oil, waste, and tallow, engineering, firemen and wipers, fuel	21.6
Average No. of miles to pint oil	176.9
Average No. of miles to ton coal	454.5
Total cost:	
Stores	$1,265 53
Oil and waste	3,343 18
Repairs	26,218 39
Fuel	38,178 77
Wages, engineers, firemen, and wipers	49,264 94
	$118,270 81

(S'g'd) O. R. FORD,
Master-Mechanic.

1221 Office of Farmers' Loan & Trust Co.,
26 *Exchange Place, New York, Dec.* 30, 1874.

To the bondholders and other creditors of the Central Railroad Company of Iowa:

You are probably aware that a suit was recently brought in the circuit court of the United States, district of Iowa, by Charles Alexander and others, representing a large minority of bondholders, to compel a foreclosure of the mortgages on the Central R. R. Co. of Iowa, of which we are trustees.

We were made party defendant in this suit, and were accused by the plaintiffs of neglect of duty in not foreclosing. Acting under the advice of counsel, we therefore entered our appearance and asked the instructions of the court as to our duty in the premises, professing our willingness to foreclose if the court should so advise.

The court thereupon advised such foreclosure by us, if the plaintiff should elect to dismiss their bill as to us.

1222 This course has been pursued, and our bill of foreclosure has been filed.

We now desire your careful attention to the following extract from the 1st mortgage:

"And it is further covenanted and agreed by and between the parties hereto, that in case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage, under the decree of any court having jurisdiction thereto, based upon the foreclosure of this mortgage, and the holders of a majority of the then outstanding bonds secured by this mortgage shall in writing request the said trustee, or their successor, they are authorized to purchase the premises embraced herein for the use and benefit of the holders of the then outstanding bonds secured by this mortgage.

"And having so purchased said premises, the right and title thereto shall vest in said trustee, and no bondholder shall have any claim to the premises, or to the proceeds thereof, except for his pro-rata share of the
proceeds of said purchased premises, as represented in a new
1223 company or corporation, to be formed for the use and benefit of
the holders of the bonds secured hereby, and that said trustee may take such lawful measures as deemed for the interest of said bondholders to organize a new company or corporation for the benefit of the

holders of the bonds secured by this mortgage; said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct; and said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation."

It will thus be seen that while the mortgage contains the usual clauses relative to an absolute sale for cash and a pro-rata distribution of the net proceeds common to instruments of this character, it also furnishes a plan by which a majority of the bondholders and the trustee may cooperate in the organization of a new company, and thus avoid a ruinous sacrifice of the property of the road.

1224 Our object in issuing this circular is to obtain the sense of the 1st-mortgage bondholders, and to ascertain whether a majority desire the trustee to act under the above provision.

Should such be their wish, the minority will be bound thereby, and no bondholder will then have any claim, except for his pro-rata share in the new organization.

The new company must be organized upon such terms, conditions, and limitations, and in such manner as the majority of bondholders shall direct.

An organization has been formed under the general incorporation laws of the State of Iowa, under the name and style of the S't Louis, Iowa and Minnesota Railroad Company, a copy of whose charter we enclose. It is approved by Mess'rs Boardman, Alexander, and Lynde, as carrying out the recommendations of their report of February 23rd, 1874. We hold in our hands the written resignations of the gentlemen who appear in the article of incorporation as provisional directors.

1225 Their places can be filled by election by the bondholders as soon as the organization of the new company is perfected. In like manner any articles in the charter can be changed by a two-thirds vote of those interested.

We do not desire to be understood as endorsing this or any other scheme of reorganization. We shall be governed by the wishes of a majority of the 1st-mortgage bondholders. Should such majority determine that the road shall be bought in by us under the above power, and further agree on the mode of reorganization, we will endeavor to carry out their wishes so far as it can be done. But should we fail to receive a favorable response from the requisit' number, our duties as trustee will be fulfilled in selling the mortgage property to the highest bidder, and distributing the proceeds of the sale.

We are not willing to pursue the course of purchasing the road unless the whole plan of reorganization is arranged in advance.

1226 We enclose forms of signature which will explain themselves.

Copies may be obtained on application to our attorneys, Mess'rs Turner, Kirkland and McClure, 21 Nassau street, New York, by mail or otherwise. We also enclose our form of receipt given for bonds deposited with us, and cannot too strongly urge upon the bondholders the necessity of forwarding their bonds to us as rapidly as possible that we may be certified of their rights in the premises.

Bonds should be accompanied by all unpaid coupons, and by any receipt or certificate of ours that the bondholders may hold for coupons.

We desire a reply at your very earliest convenience.

(S'g'd) FARMERS' LOAN & TRUST CO.,

Trustee.

1227 *Receipt given by trustee.*

OFFICE OF THE FARMERS' LOAN AND TRUST CO.,
26 Exchange Place, New York, Dec. 30, 1874.

Received from first mortgage 7 per cent. bonds of the Central Railroad Company of Iowa, of dollars each and numbered .

With coupons attached from and including Nos. , 187 . Said bonds deposited for the purpose of foreclosure of the mortgage under which they were issued.

FARMERS' LOAN AND TRUST CO.,
Trustee.

1228 *Bondholders' petition.*

(Form No. 4.)

To the Farmers' Loan and Trust Company, 26 Exchange Place, New York City, trustees of the Central Railroad Company of Iowa:

GENTLEMEN: I, , of , State of , am holder of first-mortgage bonds, and of second-mortgage bonds of the Central Railroad Co. of Iowa, denomination and numbered .

I have received the printed report of H. J. Boardman, Cha's Alexander, and A. V. Lynde, of Boston, members of the bondholders' committee, dated Dec. 26th, 1874, with your circular.

I hereby avail myself of the protective stipulation in the mortgage of said company, securing the bonds held by me; and *and* in accordance therewith, desire you, in the execution of your trust, to purchase
1229 said property, and deliver to me or to my order the S't Louis, Iowa, and Minnesota Railroad Co.'s securities to which I may be entitled by virtue of my ownership of the bonds aforementioned, providing a majority of the holders of the bonds should request like action and the property and franchises of the Central Railroad Company of Iowa thereby pass into the hands of said company.

Under the above conditions, I hereby constitute and appoint the Farmers' Loan and Trust Company, of New York City, my true and lawful agent, attorney, proxy, for me, and in my name, stead, and behalf to do and perform any and all acts necessary in the premises.

(Signed)
Witness:

Dated at , 187 .

1230 *Bondholders' petition.*

(Form No. 5.)

To the Farmers' Loan and Trust Co., No. 26 Exchange Place, New York City, trustees of the Central R. R. Co. of Iowa:

GENTLEMEN: I , of , State of , am the holder of first-mortgage bonds, and of second-mortgage bonds of the Central R. R. Co. of Iowa, denomination and numbered .

I have received the printed report of H. J. Boardman, Cha's Alexander, and A. V. Lynde, of Boston, members of the bondholders' committee, dated Dec. 26th, 1874, with your circular.

So far as my interest and ownership in the Central R. R. Co. of Iowa is concerned, I claim that you should, in the execution of your trust under the sale of the same to the highest bidder, and after first deducting the expenses, disbursements, costs, charges, and counsel fees, incurred in the conducting of said sale, also an amount sufficient
1231 for your compensation as trustee, and all due and unpaid taxes, judgments, liens, and charges which may legally stand in front of the claims of the 1st-mortgage bondholders, pay to me or my order the proportion of my interest in said sale which a pro-rata division may give.

And for the purposes above named, I do hereby make, constitute, and appoint the Farmers' Loan and Trust Co. of New York City my true and lawful agent, attorney, and proxy, for me, and in my name, stead, and behalf to do and perform any and all acts necessary in the premises.

(Signed)

Witness:

Dated , 187 .

1232 *Articles of incorporation of the S't Louis, Iowa & Minnesota Railroad Company.*

I.

We, the undersigned, hereby form ourselves into an organization and body corporate, in manner provided by the statutes of Iowa, for the period of fifty (50) years, with power of renewal if it shall expire by limitation of statute or accident, to be known by the name of the S't Louis, Iowa & Minnesota Railroad Company," and by that name shall have power to adopt a common seal, plead and be impleaded, contract and be contracted with, acquire, hold, and possess, encumber, transfer both personal property and real estate, make and adopt by-laws, and do any and all other things which, by law and the statutes of Iowa, like corporations have power to do, and shall be entitled to all the exemptions, privileges, and benefits of like corporation.

II.

The object of this company shall be to acquire, by purchase, the Central Railroad of Iowa, with all its property, franchises, privileges,
1233 and power to construct and complete the said railroad from Albia, in Monroe County, Iowa, to the north line of the State of Missouri, and from Northwood, Worth County, Iowa, to the southern boundary line of the State of Minnesota, with full power to equip, operate, and maintain the same, and to perform all other acts usually performed by railroad companies.

III.

The capital stock of this company shall be limited to nine million five hundred thousand ($9,500.00) dollars, which shall be divided as follows: First-preferred stock, one million two hundred and fifty thousand ($1,250,000) dollars; second-preferred stock, seven hundred and fifty thousand ($750,000) dollars; common shares, seven million five hundred thousand (7,500,000) dollars.

IV.

For the purpose of purchasing the first-mortgage bonds of the Central Railroad Company of Iowa, with accumulated coupons due and unpaid, the company is authorized to issue an income bond in amount not to exceed four million seven hundred ($4,700,000) dollars, the
1234 same to be secured in the payment of its principal at the end of the thirty (30) years by a first mortgage on the property purchased of the Central Railroad Company of Iowa, consisting of its line of railway, real estate, personal property, and franchises, from the southern boundary of the State of Minnesota to Albia, in Monroe County, Iowa, and a second mortgage* on the same property from Albia to Moulton, Appanoose County, Iowa, or the northern boundary line of the State of Missouri, as the company may hereafter elect.

This mortgage shall also be a first lien upon the net earnings of and receipts from the property mortgaged, save on that portion from Albia south, until the same shall annually pay seven per cent. on the bonds thus issued.

V.

1235 The preferences and priorities which the stock issue shall enjoy, and the uses to which it shall be put, shall be as follows: The one million two hundred and fifty thousand ($1,250,000) dollars of first-preferred stock shall be devoted to the absorption of the second mortgage bonds, with accrued and unpaid interest of the Central Railroad Company of Iowa, and shall be entitled to all net earnings of and receipts from the property, after the maximum yearly interest shall be paid on income bonds, until its annual dividend shall reach the sum of 7 per cent. on the dollar.

The second preferred stock, amounting to seven hundred and fifty thousand ($750,000) dollars, or less, as the exigencies of the case may demand, shall be used to retire the first-mortgage bonds and floating indebtedness of the Central Railroad Company of Iowa, and shall receive all net earnings of and receipts from the property in excess of the dividends pledged to the holders of income bonds and first-preferred stock until the sum of 7 per cent. shall be reached annually.

1236 VI.

The owners of income bonds, first and second preferred stock, shall be entitled to a voting franchise in the election of directors, and at meetings of stockholders for other purposes, in the proportion of one vote for each and every two hundred and fifty ($250) dollars held, when the same shall be registered with the transfer agent of the company, in manner to be hereafter dictated by the by-laws of the company.

VII.

One million five hundred thousand ($1,500,000) dollars of the common shares shall be used in exchange for the common shares of the Central Railroad Company of Iowa, in the proportion of one share for four in said company, and shall be entitled to one vote for ev'ry share of one

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*The 27 miles from Albia, south, can be completed for ten thousand dollars to the mile, and the money for this can be obtained by an issue of bonds in this amount secured on this portion of the road alone.

hundred dollars, and to all net earnings of the road, when the same shall exceed seven (7) per cent. annually on the bonds and stock which precede it.

VIII.

Six millions of common stock or shares shall be held in reserve
1237 by the company, and shall not be issued until it can be sold at par for cash, or exchanged even for any or all of the classes of securities preceeding it named in article 3.

IX.

The indebtedness of this company, aside from that created by the issue of the income bond, authorized in article four, shall never exceed the sum of one million dollars. The private property of the stockholders shall not be held liable for corporate debts.

X.

The business of this company shall be managed by a board consisting of nine directors, who shall be elected at regular stockholders' meetings, to be held annually at the principal place of business of the company, in Iowa, on the second Wednesday of June. Of this number four shall retain their positions for two years, and five for one only, unless reelected, providing that H. S. Huff, Geo. Staley, Sam'l R. Edgington, E. W. Eastman, J. C. Moorman, T. G. Williams, I. O. Narwon, John Hall, and J. H. Cusack, shall be a provisional board of directors, who
1238 shall hold their office until their successors shall be elected and qualified.

XI.

In case of vacancies occurring in the board of directors throug', death, resignation, or otherwise, the same can be filled by a majority of the remaining directors. The president shall issue call for stockholders' meetings at any time on the request of a majority of the board, in manner hereafter provided by by-laws, and the action of such meetings shall be considered as valid and binding upon the stockholders as if transacted at the regular annual meetings provided for in article 10.

The office' of this company shall consist of president, vice-president, secretary, treasurer, transfer agent, and superintendant. The president and vice-president shall be chosen by the directors from their own number. The remaining officers named in this article shall be appointed by the board, who, with all other persons receiving their powers in this manner, shall hold their respective places only during the pleasure of the board.

XII.

1239 The principal place of business of this company shall be at Eldora, Hardin County, Iowa, but the board of directors may hold special meetings in the cities of New York and Boston, when called in manner prescribed by by-laws to be enacted hereafter, detailing the duties of officers, agents, and other employés.

XIII.

These articles of incorporation may be amended or supplemented at

any meeting of the stockholders regularly called by a two-thirds vote of all the parties in interest entitled to a voting power, and shall be considered valid and binding when recorded and published as required by statutes of Iowa.

XIV.

The holders of income bonds, first and second preferred stock, and of common shares, may vote at stockholders' meetings, by proxy, and the books of the company shall be closed to transfer ten days before such meetings are to be held, and opened the day after.

XV.

This corporation shall commence on the 15th day of December, 1874, and continue until it expires by limitation of statute, with right of renewal thereafter.

1240 Names of corporators:

J. H. Cusack.
T. G. Williams.
W. A. Fuller.
S. R. Edgington.
E. I. Eastabrook.
Chauncy Alberty.
M. Underwood.
H. L. Huff.
R. H. McBride.
C. B. Merrill.
J. C. Moorman.
Ed. Gilchrist.
J. J. Edgington.
W. H. Thritt.
E. W. Eastman.
Jonathan Edgington.

The undersigned, known as the Boston committee of the bondholders of the Central R. R. Co. of Iowa, have examined the charter of the S't Louis, Iowa & Minnesota R. R. Co., as given above, and believe the provisions therein contained will secure the results recommended by us to said bondholders in a circular dated Boston, Feb'y 23d, 1874.

(S'g'd) H. J. BOARDMAN,
CHARLES ALEXANDER,
A. V. LYNDE,
Committee.

Boston, Dec. 26th, 1874.

1241 *List of bondholder's petitions and remonstrances received by the trustees up to Dec. 24, '74.*

Charles Alexander.
W'm Ames.
W'm H. Anderson.
John Aldrich.
E. L. Andrews.
A. J. Brown.
T. Quincy Brown.
David M. Bunkes.
F. Behrens.
J. Proudfit Brown.
James M. Bishop.
David H. Barker.
Oliver Bacon.
James S. Blair.
Reuben Burnham.
S. Ingersoll Bryant.
Walter S. Blanchard.
A. D. Bacon.
Geo. M. Bachelder.
Shelton R. Bascom.
H. J. Boardman.
Warren Brown.
L. N. Barnard.
H. W. Barrows.
Nathan Keith.
Rufus Knight.
W. H. Knight,
Giles B. Kellogg.
Arnold Remington.
A. V. Lynde.
Charles Loomis.
Marshall Livermore.
S. A. Logan.
Jeremial Link.
Tho's C. Lewis.
Charles Loving.
Chris. Littlefield.
Elizabeth C. Leonard.
J. E. Linnell.
J. T. Littlejohn.
Henrietta Lisle.
James Lupplee.
Margret Lamar.
A. H. Morse.
Benj. T. Martin.
Henry F. May.
John T. Mason.
Albert Marion.

1242

M'r's C. D. Berry.
Capt. T. A. Barrett.
T. R. Barringer.
John Bomt.
E. Banker.
Stephen Baker.
John G. Baird.
John M. Brewster.
Geo. F. Bowen.
M'r's S. W. Bodne.
A. E. Bacon.
A. B. Bliss.
Oliver Bauer.
W. W. Bowditch.
Ira Cheever.
Elijah Colburn.
Milton Chaflin.
John H. Clark.
John Cardwell.
George Codd.
James Codd.
Simon Cohen.
Dudley R. Child.
Oliver Cummings.
J. T. Carpenter.
Levi Caldwell.
Ira M. Conant.
Joseph B. Corning.
Hiram W. Martin.
H. H. Merwin.
Joel S. Marsh.
Silas McKean.
H. W. Martin.
John A. Mays.
A. J. Nycum.
Charles S. Nichols.
W. J. Nickerson.
Rev. J. H. Noble.
Maria M. Norton.
Lory Odell.
J. S. Orton.
Clarence Oxnard.
T. F. Olmstead.
J. M. Parker.
Geo. N. Philbrick.
Cha's S. Philbrick.
Anna M. Parker.
J. C. Paul.
John H. Packard.
E. B. Page.
W. H. Pettis.
W'm S. Patton.
Dan. D. Perkins.
Joseph Potter.
S. M. Place.
Geo. L. Peabody.

1243

Robert D. Cook.
E. W. B. Canning.
John Cromwell.
Geo. Collins.
W'm Chrisler.
Abram O. Clute.
Jesse Comstock.
J. H. Chidell.
E. D. Clark.
John J. Crame.
J. Monroe Clark.
H. G. O. Chase.
D. M. Cunningham.
David Collins.
G. F. Davis.
Mary Davis.
Thaddeus E. Defrieze.
Ruth P. DeWolfe.
Sophia W. Dana.
Walter E. Darling.
Russel Downer.
W'm M. Deitrich.
Jonas B. Davis.
O. J. Deeke.
J. J. Dana.
W. H. Davis.
Abram Doty.
Sidney A. Dwight.
S. E. Pecker.
Lydia V. Pease.
Mary S. Pechham.
B. E. Potter & Bro.
Z. M. Peck.
David Pubsley.
Mary Penny Parker.
Joseph Pennybacker.
Emma Potts.
Peter A. Palmer.
George Palmer.
John Rigne.
Reuben Rice.
Charles Rowell.
Charles H. Rockwell.
Hiram Reed.
N. W. Spencer.
William Savery.
C. W. Stratton.
E. Q. Sylvester.
Damèi Sanford.
Edward Southworth.
James A. Stetson.
John A. Shaw.
A. T. Smith.
John Searing.
Geo. W'm Stoddard.
E. P. Spaulding.

1244

Parthenia Dows.
Milo R. Eams.
Milly Estis.
Pliny Earle.
M. T. Elliot.
Tho's Elmendorf.
Lucius Faxon.
Lewis Fales.
William Farrell.
Catharine P. Tuller.
Ludwig Flutz.
Fred. C. Flyes.
A. M. Greenwood.
C. H. Glachmeyer.
C. C. Gilman.
N. H. Griffin.
Mlina Gurth.
E. W. Gentisas.
C. M. Galusha.
J. R. Gibson.
A. Huffinmesiter.
A. J. Savage.
Sarah K. Smith.
Harriet M. Smith.
Silas M. Smith.
G. B. Smith.
Rev. John Spaulding.
John Stockton.
Walter A. Smith.
Henry Simpson.
Joseph Suppler.
Hamilton Sisler.
Lou. D. Smith.
Charles E. Trail.
J. C. Thatcher.
Sarah Wood.

A. R. Frothingham.
W. C. Foote.
Alfred W. Gima.
Mary P. Green.
Smith Griffeth.
Tho's C. Gifford.
S. K. George.
Sylvanus Spaulding.
John S. Saville.
Geo. W. Stoddard.
L. H. Schutz.
A. H. Stephens.
Ed. K. Stowe.
M. H. Spaulding.
J. A. Taylor.
Ed. A. Turpin.
Sidney Tucker.
M. E. Thompson.
E. J. H. Townsend.
Sarah F. Twitchell.

1245

Agustine E. Hill.
Geo. W. Herbert.
Clara T. Herbert.
W'm P. Hann.
C. W. Herrick.
Ryer Heromans.
Aug. A. Hayes.
Nath. Holmes.
E. N. Heidden.
W'm Hammond.
Samuel Hall.
S. D. Hitchcock.
Frank P. Hardin.
A. L. Hatch.
L. F. Hervey.
Gould Hoyt.
Murray H. Hall.
Miss Margaret R. Hicks.
W'm R. Ham,
James N. Houston.
Isaiah Joselyn.
R. C. Johnson.
Daniel Jackson.
Isaac Johnson.
Margaret H. James.
Henry Jarvis.
R. P. Kingman.
L. N. Kemp.
Samuel Veasvosier.
Andrew Veeder.
Samuel Whitney.
Michael Watson.
T. W. Whiting.
Joseph Wentworth.
L. Whitcomb.
Susan Whitney.
Eliza A. Whitney.
Sewall Watson.
Henry Ward.
Geo. Watson.
Willard A. Wright.
David Wing.
G. A. Wilmoth.
Joel Wheeler.
D. L. C. Webber,
Samuel Wood.
G. W. Whiting.
Solomon Whitney.
A. S. Waite.
J. R. Woodbury.
David Walton.
E. M. Willard.
Eunice Washburne.
John H. Williams.
George W, Wright.
James S. Watson.

1246, 1247

Henry A. Kibbs.
Geo. F. Kingsbury.
E. Koningmacher.
Abran Keith.
S. P. C. King.
Rufus C. Kimball.
E. Schemerhorn.
C. W. Weatherbee.
Morgan Washburn.
James Willitts.
Walter M. Whiton.
L. B. Williams.
F. H. Wolcott.

1248 *Prospectus of the S't Louis, Iowa & Minnesota R. R. Co., successor company to the Central R. R. Co. of Iowa, July, 1875.*

Office of S't Louis, Iowa & Minnesota Railroad Co., successor company to The Central R. R. Co. of Iowa, 52 William Street, Union Building.

NEW YORK, *July 6th*, 1875.

DEAR SIR: My attention has this day been called to a circular, ostensibly issued by the "New York Joint Committees" and "Boston Committee" of the bondholders of the Central R. R. Co. of Iowa, but without date.

Lest some misapprehension arise in your mind as to the exact status of affairs, allow me to state that the Boston committee turned over their trust some four weeks ago to the S't Louis, Iowa & Minnesota R. R. Co., and the following is a true copy of the circular letter issued by them:

BOSTON, *May 29th*, 1875.

To :

The Farmers' Loan and Trust Company have kindly furnished us a

list of the bondholders of the Central Railroad Company of Iowa who have deposited their bonds with them and signified their desire to coöperate in the organization of the S't Louis, Iowa & Minnesota R. R. Co.

Your name appears in this list as credited with a deposit of bonds, which, under Article VI of the charter of the S't Louis, Iowa & Minnesota R. R. Co., entitles you to a representation in stockholders' meetings, of votes.

The annual election of directors of this company takes place in Eldora, Iowa, on the second Wednesday in June next, and, after consultation with many of the principal bondholders in the old company, we feel warranted in nominating for this position,

Joseph Wentworth, pres't First National Bank, Concord, N. H.

Jno. L. Dodge, president National Mahaiwe Bank, G't Barrington, Mass.

Rufus P. Kingman, president Nat'l Bank of Brocton, North Bridgewater, Mass.

A. L. Hatch, 52 William Street, New York City.

Gen. J. H. Chedell, Auburn, N. Y.

Ex-Gov. E. W. Eastman, Eldora, Iowa.

A. R. Frothingham, vice-pres't Lamar Ins. Co., New York City.

C. E. Fuller, C. E. Fuller & Co., bankers, Boston.

J. W. Beals, treasurer Mount Pleasant Coal Co., Boston.

We enclose a blank proxy, which we would like to have you sign and forward at once to Hon. H. L. Huff, sec'y, Eldora, Iowa.

Very respectfully, yours,

H. J. BOARDMAN,
A. V. LYNDE,
CHARLES ALEXANDER,
Boston Committee of Bondholders.

The gentlemen named were duly elected, and have met as a board to perfect their organization, and in a very few days will make a full report to all in interest.

Respectfully, yours,

A. L. HATCH,
***P. O. Box* 1065.**

1249 OFFICE OF A. L. HATCH, 52 WILLIAM STREET,
***New York, May 20th,* 1875.**

DEAR SIR: At the solicitation of several parties who hold a large bond interest in the Central Railroad Co. of Iowa, I last week visited Iowa for the purpose of attending the U. S. court, then in session at Des Moines, and to obtain such information as might be gained relative to the present status of the foreclosure suit instituted by the Farmers' Loan & Trust Co., trustee.

The following interlocutory order was given, with a promise on the part of the court that it should be followed by a final decree at the next term:

United States circuit court, district of Iowa, May term, 1875. Friday, May 14th, 1875.

FARMERS' LOAN & TRUST CO., TRUSTEES, &C.,
vs. **} No. 501. Eq.**
THE CENTRAL RAILROAD CO. OF IOWA ET AL.

This cause coming on for hearing on the 13th day of May, 1875, and

the plaintiffs appearing by their attorneys vs. The Central R. R. Co. of Iowa, and the other parties who are served and who are in court, to wit, Grant & Smith and Platt Smith for parties complainant, and Boardman & Williams and Shiras Van Duzee & Henderson and T. E. Brown for parties defendants:

It is ordered by the court that Lewis Fisher, esq., be, and he is hereby, appointed master to report to the court the amount of the bonds issued and outstanding of 1st, 2d, and 3d mortgage bonds each; also whether said bonds where legally and properly issued and sold in the market for a valuable consideration; also how many bondholders (and how many dollars are represented by said bondholders) have expressed a claim for a *strict foreclosure, preserving the priorities of liens as they now are, or may so express their preference before the making of such report, and how many have expressed, or may express before such report, a preference for a foreclosure and sale for cash; also that such master report such other and further information as will enable the court to enter a final decree in this case.

(S'g'd) JOHN F. DILLON, *Judge.*

In the circuit court of the United States for the district of Iowa.

I, George B. Corkhill, clerk of the said court for said district, do hereby certify that the foregoing transcript contains a full, true, and complete copy of the order of court entered of record May 14, 1875, in a certain cause pending in said court wherein Farmers' Loan & Trust Company is plaintiff and the Central Railroad Company of Iowa is defendant, as full, true, and complete as the original of the same now remain of record in my office.

In testimony whereof I hereunto subscribe my name and affix the seal of said court at my office in Des Moines, in said district, this 19th day of May, A. D. 1875.

GEORGE B. CORKHILL,
Clerk U. S. C. C., District of Iowa.

This order was prefaced by the following remarks from the judge, for the purpose of indicating to all parties in interest the points which this decree will cover:

"1st. The property involved was a large and very valuable one, but from a lack of purchasers who might be able to control a sufficient capital, a peremptory sale of the property for cash would involve a great loss even to the 1st-mortgage bondholders.

"2d. That not only were there a large number of interests subordinate to the first creditors which demanded protection, but the ownership of the 1st mortgage bonds themselves was largely held among small holders, who are illy able to protect themselves in case of a forced sale, and that he therefore should feel warranted in making such a disposition of the property as might seem equitable, protecting the interests of all, but giving priority to the various claims in the order which they occupied in the old company.

"3d. He hoped there would be such unanimity of action as would warrant him in turning the property over to a new corporation at the next term of court, but if such should not be the case, the present receiver would be removed and another substituted in his place."

An affidavit of the trustees was also submitted to the court, showing that nearly a million of bonds had been deposited in their hands within the two months previous, awaiting foreclosure, the owners of which had, without a single exception, signified their desire to be placed in the St. Louis, Iowa & Minnesota Railroad Co.

The attention of those who have been induced to endorse and subscribe to various plans of extension of time and reorganization, through wrong representations, is called to this fact, and they are respectfully urged to forward their bonds and a new petition (forms of which can be obtained on application) to the trust co.

Should the price of bonds reach a figure, before the new securities are given in exchange, which will induce you to dispose of those you now hold, you will find the receipts given therefor by the trustee to be equally saleable. All petitions must be accompanied by the bonds themselves, otherwise the application will not be considered by either the trustee or the court.

Yours, truly,

A. L. HATCH.

Strict foreclosure, used as above, means foreclosure and transfer into a new company without a sale.

1250 *Notice of Boston committee, ordering a stockholders' election of the S't Louis, Iowa and Minnesota R. R. Co.*

BOSTON, *May* 29, 1875.

The Farmers' Loan and Trust Company have kindly furnished us with a list of the bondholders of the Central Railroad Company of Iowa who have deposited their bonds with them and signified their desire to cooperate in the organization of the S't Louis, Iowa and Minnesota R. R. Co.

Your name appears in this list as credited with a deposit of bonds, which, under article VI of the charter of the S't Louis, Iowa and Minnesota R. R. Co., entitles you to a representation in stockholders' meetings of votes.

The annual election of directors of this company takes place in Eldora, Iowa, on the second Wednesday in June next, and, after consultation with many of the principal bondholders in the old company, we feel warranted in nominating for this position—

Joseph Wentworth, pres't First National Bank, Concord, N. H.

Jno. L. Dodge, president National Mahaiwe Bank, G't Barrington, Mass.

Rufus P. Kingman, president Nat'l Bank of Brocton, North Bridgewater, Mass.

A. L. Hatch, 52 William street, New York City.

*Gen. J. H. Chedell, Auburn, N. Y.

Ex-Gov. E. W. Eastman, Eldora, Iowa.

A. R. Frothingham, vice-pres't Lamar Ins. Co., New York City.

C. E. Fuller, C. E. Fuller & Co., bankers, Boston.

J. W. Beals, treasurer Mount Pleasant Coal Co., Boston.

We enclose a blank proxy, which we would like to have you sign and forward at once to Hon. H. L. Huff, sec'y, Eldora, Iowa.

Very respectfully, yours,

H. J. BOARDMAN,
A. V. LYNDE,
CHARLES ALEXANDER,
Boston Committee of Bondholders.

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*Since deceased.

Secretary's report and affidavit of stock election.

At a stockholders' meeting of the S't Louis, Iowa and Minnesota R' R. Company, held in Eldora, Iowa, June 9th, 1875, Goold Hoyt and one hundred and fourteen others appeared by proxy and cast their vote for directors, as follows:

For two years—John L. Dodge, Charles E. Fuller, A. L. Hatch, and R. P. Kingman.

For one year—John H. Chedell, Joseph Wentworth, E. W. Eastman, Abraham R. Frothingham, and J. W. Beals, and the above gentlemen were accordingly declared elected.

Meeting adjourned subject to the call of the secretary.

[SEAL.] H. L. HUFF, *Sec'y.*

Appeared before me, A. M. Bowdle, a notary public in and for Hardin County, State of Iowa, this 12th day of June, 1875, H. L Huff, who, on being sworn, states that he is acting secretary of the S't Louis, Iowa and Minnesota R. R. Company, and as such caused notice of the annual stockholders' meeting of said company to be published in the Eldora Ledger for two successive weeks, next prior to day of said meeting of June 9th, 1875.

[SEAL.] A. M. BOWDLE,
Notary Public.

1251 *Meeting of directors.*

OFFICE OF A. L. HATCH,
52 *William street New York.*

At a meeting of the directors of the S't Louis, Iowa and Minnesota R. R. Company, held at the above named place, on this 22d day of June, 1875, in conformance with a previous notice of the secretary, it was moved that John L. Dodge act as chairman, and Edward Palmer as secretary.

The following resolutions were offered by A. L. Hatch, and adopted:

Resolved, That inasmuch as this is the first meeting of the new board of directors, and that all are not able to be present, several having sent proxies, when no provision exists in our charter for a delegation of a director's power, that the action of this meeting becomes binding upon the company only when endorsed in writing by a majority of this board, as provided in by-law IX.

Resolved, That the chairman of this meeting appoint a committee of three, of which he shall act as chairman ex-officio, whose duties shall be: 1st. To arrange for the services of a competent railroad man of experience and position, who heretofore has been identified in no manner whatever in the management of the affairs of the Central R. R. Co. of Iowa, to assume the place in this board made vacant by the death of Gen. J. H. Chedell, of Auburn, and act as president of the S't Louis, Iowa and Minnesota R. R. Co. until the next regular meeting of stockholders. The selection to be made valid when ratified by a majority of the board. 2d. To issue to bondholders and other parties in interest a circular which shall give a brief statement of the affairs of the Central R. R. Co. of Iowa, as they now stand, and the present status of the S't Louis, Iowa and Minnesota R. R. Co. in the form of a prospectus; also if, in their judgment best, the new joint programme of the New York committees, the old Boston committee, and the previous managers of the Central R. R. Co. of Iowa. The same to be printed and mailed to bondholders when endorsed and approved by a majority of the directors of this board.

Resolved, That the time and place of next meeting be subject to the call of the chairman.

The committee provided for in the above resolution was named by the chairman as C. E. Fuller, of Boston, and A. L. Hatch, of New York.

(Signed) E. PALMER, *Sec'y.*

The acts of the above meeting are approved of and ratified by us.

JOHN L. DODGE,
A. L. HATCH,
A. R. FROTHINGHAM,
C. E. FULLER,
R. P. KINGMAN,
Directors.

Report of Committee of Three, to which particular attention is called.

To the bondholders of the Central R. R. Co. of Iowa:

The S't Louis, Iowa & Minnesota Railroad Company is a corporation organized under the general laws of Iowa, for the purpose of succeeding to the ownership and control of the property and of the franchises of the Central R. R. Co. of Iowa.

It was organized at the instance of the trustees, by the solicitation of the holders of eight hundred thousand of the first mortgage and one hundred thousand of the second mortgage bonds of the old company, the number of which has since been largely increased.

At the first annual election of shareholders, held on the 9th ult., at which all first and second mortgage bondholders were entitled to vote, who had deposited their bonds with the trustee, accompanied by a petition asking for the formation of such company, we were elected directors of the successor company above named, and have consented to give our efforts and influence to aid in rescuing the large and valuable property involved from its present position of apparent utter helplessness.

In this work we ask the co-operation of all the interests in the old company—1st and 2d mortgage bonds, floating debt and shareholders—promising to all protection in the new corporation, in the priorities occupied by them in the old, save and except that the 1st mortgage bondholders must control the voting power, and through that, of course, the management of the property.

1252 Reference to the charter of the "S't Louis, Iowa & Minnesota R. R. Co.," to be found in the latter part of this circular, will show the different classes of securities which this company proposes to exchange for the old; but to avoid any possibility of mistake, we will go into further detail:

The 1st mortgage C. R. R. of I. bond issue amounts to....	$3,700,000
Due and unpaid interest, including coupon due July 15, '75*.	777,000
	$4,477,000

For this amount the S't Louis, Iowa & Minnesota R. R. Co. proposes to exchange its income bond at par. This bond will be secured by a first mortgage on the whole property, for the satisfaction of its principal, at maturity (30 years), and is a first lien upon the annual net earnings of the property until the same shall reach a sum sufficient to pay an annual dividend of 7 per cent.

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* Due and unpaid coupons have the same rank as bonds from which they are detached, and it is probable interest will be allowed on them from due date.

It also possesses a voting power, the representation being equal to two votes for each $500 held, and the total representation of this security would be 17,908 votes—more than the aggregate of that possessed by all the other securities which follow.

This security is denominated a bond to distinguish it from the others; but, save that it is secured by a mortgage, is in reality a preferred stock, and of course contains no foreclosure clause. It already having possession by its voting power, the mortgage becomes merely a contract with the junior interests, in which they agree to surrender all claim whatever to the property if at the end of the 30 years ways and means cannot be provided by them to discharge its principal in full. In our opinion the time should be shortened to 12 years, and when our organization is fully perfected we shall, before executing the mortgage, submit it to you for consideration.

The total issue of 2d-mortgage bonds of the C. R. R. Co. of Iowa is	$925,000
5 due and unpaid coupons	194,250
Total	$1,119,250

For these the new company will issue a 1st-preferred stock, whose voting power will be in the same ratio to the holder as the income bond, and will in the aggregate amount to 4,477 votes. The preference which this security enjoys is the first lien on all annual net earnings that may exceed 7 per cent. dividend on the income bonds until they shall reach a sum which shall pay 7 per cent. annual dividend on the same.

The floating indebtedness of the old company as shown by their books, aside from that due employés (which is being rapidly discharged by present net earnings), is not far from $500,000.

A second-preferred stock, with a voting power proportioned as in securities preceding, is contemplated to absorb this indebtedness, and two votes to each $500 would entitle it to a representation of, say, 2,000 votes.

It will follow the 1st-preferred stock in its claim upon net earnings, and after 7 per cent. annually is received the balance or excess is to be turned over to the common shareholders for division.

The common shares of the old company, amounting to about four millions, will be cut down to one million (and we recommend a still greater reduction), and will be entitled to a representation of one vote for each share of one hundred dollars—say 10,000 votes—and to all the earnings after 7 per cent. annually shall have been paid to all interests which precede it, to wit, the income bonds, 1st and 2d-preferred stock.

The reduction of the stock seems imperative, as with the present voting power named the representation of the first mortgage on the one hand, and of the second mortgage, floating debt, and shares (and the opposition to our plan of formation and reorganization is composed of a majority of these interests), and the other is too nearly equal, the safety of the first-mortgage bondholder being in the control of the property. Reference to article XIII of our charter, on page 19, will show that the changes we have advised above can be easily made by a two-thirds vote of those in interest—i. e., those who have or shall have, before another stockholders' meeting is called, deposited their bonds and petition No. 4 (see page 12) in hands of trustee.

At the risk of being tedious, we will follow this subject a little further and endeavor to show the results which may be expected.

From our best knowledge of the property and its geographical position we feel satisfied that it will never realize the expectations of either its projectors or creditors without it be consolidated into a trunk
1253 line or leased in perpetuity as a feeder to some one of the lines,
with which it connects or crosses, who are powerful enough to protect it.

From 27½ to 34 per cent. of the gross earnings of Western railroads is generally allowed by lessees. The sworn statements to the secretary of state, as made by the officers of this company, show those of the Central to have ranged from $620,000 to $660,000* annually for the past three years. 30 per cent. of the latter amount would be $198,000, a sum sufficient to pay nearly 5 per cent. on the income bonds, to wit, the first-mortgage bonds of the Central and interest accrued on the same to the present time; and we believe that we shall encounter little difficulty in obtaining a lease of this kind of responsible parties at the proper time with a guaranty of at least this amount, for, being only the amount which the road is each year netting, at 30 per cent. of earnings, no risk would be run by the lessee.

To many unfamiliar with railroad operations, it is urged that a lessee has the opportunity to so reduce the receipts by prorating earnings that the proportion received by the lessor would be very small.

This is best answered by the fact, first, that the rates of haul per mile are fixed by the legislature of the State; and secondly, without any restriction whatever the lessee would be very unlikely to reduce rates for the purpose of diminishing the 30 per cent. which the lessor would receive, when he would necessarily have to cut down his 70 per cent. in like proportion.

All railroads in Iowa, of one hundred miles in length or more, which have been built for a period of six years, with one exception, are operated under a lease to stronger parties, in the manner which we describe.

Lessor.	Lessee.
Burlington and Missouri River, consolidated	C. B. & Q.
Mississippi and Missouri	C. R. I. & P.
Chicago, Iowa and Nebraska	Chicago & N. W.
Dubuque and Sioux City, and Iowa Falls and Sioux City	Ill. Central.
McGregor and Sioux City	Mil. & S't P.

We will further state that the first three years' earnings of any of these roads, prior to being operated under a lease, did not average so much per mile as has the C. R. R. of I. While under the management of a lessee, who could furnish abundance of transportation and direct business to them, they have since been made to earn from $6,000 to $14,000 per mile.

At 30 per cent. of gross receipts, earnings per mile on the Central, in order to pay 7 per cent. dividend on our income bonds, would have to amount annually to within a fraction of $5,000.

To pay 7 per cent. annually on both income bonds and 1st-preferred stock, 6,500 per mile; and with the second-preferred stock added, a sum equal to 7,100 per mile, gross, would be required.

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* The net earnings of 1874, as sworn to by the officers of the road to the secretary of state, were only $60,421.61, against $123,000 in 1873, though the gross earnings were larger.

If the Iowa roads, named above, afford a fair precedent, there seems to be a tolerable chance, not only for all of the creditors to recover, but even something in a not very far future for the shareholders.

Since the above was put into the printer's hands we have received some correspondence on this subject from the officials of the S't Louis, Kansas City and Northern Railway (see page 11), which will confirm the reader not only in our ability to lease, but also to arrange for the completion of the gap of 27½ miles (which now separates our southern terminus from the north end of the S't Louis, Kansas City and Northern Railway), without any expense to the new company.

The conversation which Gen. Sup't Arthur refers to was held some time *time* since in Chicago, with one of our parties in interest, and the "conditions" to which he refers to as imperative were 30 per cent. of gross earnings, rental, and $200,000 per year minimum guarantee.

To give a quiet title to a lessee, foreclosure and disposition of the property to a new company must be had, otherwise earnings might be attached by subordinate creditors, greatly to the detriment of the bondholders. All must recognize the necessity of this. We also submit on page 11 a letter from the "master in chancery" to one of our number.

A circular has been lately issued and extensively distributed, signed by the Boston and New York committees, and asking bondholders to petition the court that the disposition of the property be held in abeyance for six years, and that they, as a joint committee, may supervise its management.

At the solicitation of the Boston committee, we, some four weeks ago, accepted the trust which they as a committee had been carry-
1254 ing, as will be seen by circular published by them on page 1, and after having discharged themselves of this trust, we presume they are justified in taking such action as individuals as may best inure to their benefit.

We note their protest of the 10th inst. We desire no quarrel either with them or the New York com. The issue is a direct one, and as a committee we have endeavored to put it plainly in this report. Meanwhile it rests with the bondholders to decide. It may not be improper for this committee to state that the directors of the S't Louis, Iowa and Minnesota R. R. were put in to that position without any expressed wish or solicitation of their own. They are business men, and look at this matter in a business light. A large proportion of the bondholders can illy afford the shrinkage of price from 95c., which they paid, to 32c., for which they now sell. It may be a nice thing for the New York and Boston committees (all lawyers), and half a dozen other lawyers in Iowa added, to keep this property in hot water for six years, and at the end of that time pass through a similar delay in obtaining possession, as we are now undergoing. But we favor no experiments of this kind. We believe that the property should be leased to or consolidated on a fair basis with some other company strong enough to protect it, and every effort of ours will be bent in this direction. If a responsible party will lease the property on a fair percentage of earnings, guaranteeing that the lessors' proportion shall not be less annually than $200,000, we do not hesitate to advise an acceptance. Immediate relief would thus be obtained, as this sum would amount to nearly 5 per cent. on the first-mortgage bonds of the old company and the 21 per cent. of accrued and unpaid interest added; to wit, 5 per cent. on 121, a price which would rapidly bring the bonds to par.

The whole matter, briefly summed up, stands thus, if we understand it rightly:

1st. The property is in the hands of the court, who, before giving a decree, desires to ascertain through the trustee or the " master " the wishes of the bondholders.

2d. The property must be foreclosed and sold, even at the instance of one bondholder.

3d. The property involved is a valuable one, and two parties are in the field to secure it. One asking that foreclosure be prolonged for six years and the property meanwhile to be managed by eleven directors, nine lawyers as trustees, and the court itself.

The next (our own) forming a company for the purchase of the property, in which the priority of all creditors and owners are maintained as they existed in the old, save that the first-mortgage bondholders must control it.

4. In order to have a voice in its ultimate disposition by the court, the bondholder must deposit his bonds with the trustee.

Bondholders must decide and act for themselves at once. We believe it a better plan for men to manage their own business than to grant irrevocable powers to others.

Those of the bondholders who approve of this policy should sign the accompanying blank petition, and forward it with their bonds to the Farmers' Loan and Trust Company, New York City.

The owners of upwards of a million dollars of the bonds have already filed the petition above named with their bonds; nearly as many more are required before we feel authorized to proceed further toward a lease.

Those who may have signed other petitions before fully understanding the merits of the case, can rescind their action in a petition directly to the court, directly prepared for this purpose, which can be had upon application in person or by letter.

All communications regarding the S't Louis, Iowa and Minnesota R. R. should be addressed to A. L. Hatch, 52 William street, New York City, or C. E. Fuller & Co., 2 State street, Boston.

Respectfully yours,

JNO. L. DODGE,
A. L. HATCH,
C. E. FULLER,
Committee.

The trustees absolutely deny favoring the joint programme of the New York and Boston committees' funding programme (as stated by them in their circular) in any manner whatsoever.

They claim, in their capacity as trustees, to be the servants of the court, and must therefore stand strictly neutral. Those who may have sent in "approvals" need not recall them, as they will not be recognized by the court, owing to the manner through which they were obtained.

New York, July 14th, 1875.

1255 *Letter from master in chancery.*

In which he says bonds must be deposited with trustee, that he may judge of their genuineness.

DAVENPORT, IOWA, *June 21st*, 1875.

A. L. HATCH, Esq.,
Cor. Pine and William Streets, N. Y.

DEAR SIR: By the kindness of Judge Grant, I have been handed your favor of the 17th inst.

Your advice as to the course to be pursued by the bondholders of the Cent. R. R. of Iowa is correct. The bondholders should deposit their bonds with the Farmers' Loan and Trust Co., as the affidavit of that company as to this deposit will be prima facie proof that the bonds were sold in the market for a valuable consideration. And if there is any question as to the bona fide of the holders of the bonds, notice of this will be given them by me. I shall soon issue a circular to the bondholders directing them how to proceed with their bonds and how they shall express to me their desire as to the character of the foreclosure. I will give ample notice to all parties when the hearing will be had to determine the amount of bonds issued, and whether they were legally and properly issued.

The president, treasurer and secretary of the company will then be summoned before me to testify as to the above matters.

Any further information that you desire on this subject will be gladly given, and thanking you for your kind offers of assistance, of which I will cheerfully avail myself.

Very truly yours,

LEWIS M. FISHER,
Master in Chancery.

Proposition for lease by S't Louis, Kansas City and Northern R'y Co.

OFFICE OF GENERAL SUPERINTENDENT,
S't Louis, July 5, 1875.

MY DEAR SIR: Referring to our conversation in Chicago a few days ago, in relation to the lease of the "Central," allow me to say that we are unwilling to enter into negotiations in behalf of this company, if the same is to be used as a leverage in obtaining other figures from competing lines.

My experience in railroad affairs warrants me in the belief that the "Central" can be operated in connection with the "S't Louis, Kansas City and Northern" to better advantage than with any other road with which it connects or crosses.

The conditions named by you, and which you thought imperative, I can personally see no objection to. At the same time you must bear in mind that the details of a transaction of this magnitude properly comes before a board of directors, and requires time for consideration. Should the parties in interest see proper to appoint a committee clothed with authority to treat with our board in good faith, I have no hesitancy in saying that a negotiation shall not fall through on our part, if unreasonable demands are not insisted upon.

Very respectfully, yours,

W. R. ARTHUR,
Gen. Supt.

Telegram from President Lewis.

OFFICE OF WESTERN UNION TELEGRAPH CO.,
S't Louis, July 13th, 1875.

JN'O L. DODGE, *Chairman, New York:*

This company is prepared to negotiate for a lease of the Iowa Central on a basis of 30 per cent. of its gross earnings, and to build the connection from our road to Albia.

B. W. LEWIS,
P't S't L., K. C. & N. R'y.

1256 *Form of petition to accompany bonds.*

Which will be sent by the trustees or A. L. Hatch, on application.

BONDHOLDERS' PETITION.

(Form No. 4.)

To the Farmers' Loan and Trust Company, 26 Exchange Place, New York City, trustees of the Central Railroad Company of Iowa.

GENTLEMEN: I , of State of , am the holder of first mortgage bonds, and of second-mortgage bonds, of the Central Railroad Co. of Iowa, denomination and numbered .

I have received the printed report of H. J. Boardman, Chas. Alexander and A. V. Lynde, of Boston, members of the bondholders' committee, dated December 26th, 1874, with your circular.

I hereby avail myself of the protective stipulation in the mortgage of said company securing the bonds held by me; and in accordance therewith, desire you, in the execution of your trust, to purchase said property, and deliver to me or to my order the S't Louis, Iowa and Minnesota Railroad Company's securities, to which I may be entitled by virtue of my ownership of the bonds aforementioned, providing a majority of the holders of the bonds should request like action, and the property and franchises of the Central Railroad Company of Iowa thereby pass into the hands of said company.

Under the above conditions, I hereby constitute and appoint the Farmers' Loan and Trust Company, of New York City, my true and lawful agent, attorney, proxy for me and in my name, stead and behalf, to do and perform any and all acts necessary in the premises.

(Signed)

Witness:

Dated at , 187 .

Form of receipt given by the Farmers' Loan and Trust Co., trustees for bonds deposited with them, which are equally saleable in this market as the bonds themselves.

RECEIPT GIVEN BY TRUSTEE.

OFFICE OF THE FARMERS' LOAN AND TRUST CO.,
26 Exchange Place, New York, Dec. 30, 1874.

Received from first-mortgage 7 per cent. bonds of the Central Railroad Company of Iowa, of dollars each, and numbered with coupons attached, from and including Nos. 187 .

Said bonds deposited for the purpose of foreclosure of the mortgages under which they were issued.

FARMERS' LOAN AND TRUST CO.,
Trustees.

1257 *Articles of incorporation of the S't Louis, Iowa & Minnesota Railroad Company.*

I.

We, the undersigned, hereby form ourselves into an organization and body coporate, in manner provided by the statutes of Iowa, for the period of fifty (50) years, with power of renewal, if it shall expire by limitation of statute or accident, to be known by the name of the "S't Louis, Iowa & Minnesota Railroad Company," and by that name shall have power to adopt a common seal, sue and be sued, plead and be impleaded, contract and be contracted with, acquire, hold, possess, encumber and transfer both personal property and real estate, make and adopt by-laws, and do any and all other things which, by law and the statutes of Iowa, like corporations have power to do; and shall be entitled to all the exemptions, privileges, and benefits of like corporations.

II.

The object of this company shall be to acquire by purchase the Central Railroad of Iowa, with all its property, franchises, privileges, and power to construct and complete the said railroad from Albia, in Monroe County, Iowa, to the north line of the State of Missouri, and from Northwood, Worth County, Iowa, to the southern boundary line of the State of Minnesota, with full power to equip, operate, and maintain the same, and to perform all other acts usually performed by railroad companies.

III.

The capital stock of this company shall be limited to nine million five hundred thousand ($9,500,000) dollars, which shall be divided as follows: First preferred stock, one million two hundred and fifty thousand ($1,250,000) dollars; second preferred stock, seven hundred and fifty thousand ($750,000) dollars; common shares, seven million five hundred thousand ($7,500,000) dollars.

IV.

For the purpose of purchasing the first-mortgage bonds of the Central Railroad Company of Iowa, with accumulated coupons due and unpaid, the company is authorized to issue an income bond in amount not to exceed four million seven hundred thousand ($4,700,000) dollars, the same to be secured in the payment of its principal at the end of thirty (30) years by a first mortgage on the property purchased of the Central Railroad Company of Iowa, consisting of its line of railway, real estate, personal property, and franchises from the southern boundary of the State of Minnesota to Albia, in Monroe County, Iowa, and a second mortgage* on the same property from Albia to Moulton, Appanoose County, Iowa, or the northern boundary line of the State of Missouri, as the company may hereafter elect.

This mortgage shall also be a first lien upon the net earnings of and receipts from the property mortgaged, save on that portion from Albia south, until the same shall annually pay seven per cent. on the bonds thus issued.

V.

The preferences and priorities which the stock issue shall enjoy, and the uses to which it shall be put, shall be as follows:

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* The 27 miles from Albia south can be completed for ten thousand dollars to the mile, and the money for this can be obtained by an issue of bonds in this amount, secured on this portion of the road alone.

The one million two hundred and fifty thousand ($1,250,000) dollars of first preferred stock shall be devoted to the absorption of the second-mortgage bonds with accrued and unpaid interest of the Central Railroad Company of Iowa, and shall be entitled to all net earnings of and receipts from the property, after the maximum yearly interest shall be paid on income bonds, until the annual dividend shall reach the sum of 7 per cent. on the dollar.

1258 The second preferred stock, amounting to seven hundred and fifty thousand ($750,000) dollars, or less, as the exigencies of the case may demand, shall be used to retire the third-mortgage bonds and floating indebtedness of the Central Railroad Company of Iowa, and shall receive all net earnings of and receipts from the property, in excess of the dividends pledged to the holders of income bonds and first preferred stock, until the sum of 7 per cent. shall be reached annually.

VI.

The owners of income bonds, first and second preferred stock, shall be entitled to a voting franchise in the election of directors, and at meetings of stockholders for other purposes, in the proportion of one vote for each and every two hundred and fifty ($250) dollars held, when the same shall be registered with the transfer agent of the company, in manner to be hereafter dictated by the by-laws of the company.

VII.

One million five hundred thousand ($1,500,000) dollars of the common shares shall be used in exchange for the common shares of the Central Railroad Company of Iowa, in the proportion of one share for four in said company, and shall be entitled to one vote for every share of one hundred dollars, and to all net earnings of the road, when the same shall exceed seven (7) per cent. annually on the bonds and stock which precede it.

VIII.

Six millions of common stock or shares shall be held in reserve by the company, and shall not be issued until it can be sold at par for cash or exchanged even for any or all of the classes of securities preceding it named in Article 3.

IX.

The indebtedness of this company, aside from that created by the issue of the income bond authorized in article four, shall never exceed the sum of one million dollars. The private property of the stockholders shall not be held liable for corporate debts.

X.

The business of this company shall be managed by a board consisting of nine directors, who shall be elected at regular stockholders' meetings to be held annually at the principal place of business of the company, in Iowa, on the second Wednesday of June. Of this number, four shall retain their positions for two years, and five for one only, unless re-elected, providing that H. L. Huff, Geo. Staley, Sam'l R. Edgington, E. W. Eastman, J. C. Moorman, T. G. Williams, I. O. Narum, John Hall, and J. H. Cusack shall be a provisional board of directors, who shall hold their office until their successors shall be elected and qualified.

XI.

In case of vacancies occurring in the board of directors, through death resignation, or otherwise, the same can be filled by a majority of the remaining directors. The president shall issue calls for stockholders-meetings at any time on the request of a majority of the board, in manner hereafter to be provided by by-laws, and the action of such meetings shall be considered as valid and binding upon the stockholders as if transacted at the regular annual meetings provided for in Article 10.

The officers of this company shall consist of president, vice-president, secretary, treasurer, transfer agent, and superintendent. The president and vice-president shall be chosen by the directors from their own number. The remaining officers named in this article shall be appointed by the board, who, with all other persons receiving their powers in this manner, shall hold their respective places only during the pleasure of the board.

XII.

The principal place of business of this company shall be at Eldora, Hardin County, Iowa, but the board of directors may hold special meetings in the cities of New York and Boston, when called in manner prescribed by by-laws to be enacted hereafter, detailing the duties of officers, agents, and other employés.

1259

XIII.

These articles of incorporation may be amended or supplemented at any meeting of the stockholders regularly called by a two-thirds vote of all the parties in interest entitled to a voting power, and shall be considered valid and binding when recorded and published as required by the statutes of Iowa.

XIV.

The holders of income bonds, first and second preferred stock, and of common shares, may vote at stockholders' meetings by proxy, and the books of the company shall be closed to transfer ten days before such meetings are to be held, and opened the day after.

XV.

This corporation shall commence on the 15th day of December, 1874, and continue until it expires by limitation of statute, with right of renewal thereafter.

Names of corporators:

J. H. Cusack.
T. G. Williams.
W. A. Fuller.
S. R. Edgington.
E. I. Eastabrook.
Chauncy Alberty.
M. Underwood.
H. L. Huff.
R. H. McBride.
C. B. Merrill.
J. C. Moorman.
Ed. Gilchrist.
J. J. Edgington.
W. H. Thrift.
E. W. Eastman.
Jonathan Edgington.

The undersigned, known as the Boston committee of the bondholders of the Central R. R. Co. of Iowa, have examined the charter of the S't Louis, Iowa & Minnesota R. R. Co., as given above, and believe the provisions therein contained will secure the results recommended by us to said bondholders in a circular dated Boston, Feb'y 23d, 1875.

H. J. BOARDMAN,
CHARLES ALEXANDER,
A. V. LYNDE,
Committee.

BOSTON, *Dec. 26th*, 1874.

1259½ THE CENTRAL RAILROAD CO. OF IOWA.

Compromise measure.

Boston and New York committees acting in concurrence—New corporation to be formed, called Central Iowa Railroad Company—First-mortgage bondholders continue to hold their bonds—Receiving first preferred stock for all arrears of interest up to and including that falling due Jan. 15, 1876; afterwards and for the period of five years next succeeding, until Jan. 15, 1881, to take the net income of the road in lieu of coupons—Second-mortgage bonds to be exchanged for second preferred stock—Floating-debt creditors and common stockholders to take common stock—Road to remain in the government of the Boston and New York committees, as a joint executive committee, during the time that the first-mortgage bondholders take the net income of the road in lieu of coupons June, 1875.

1260 To the bondholders of the Central Railroad of Iowa:

Within the last twelve months various circulars have been addressed to you relative to your interest in this road. The property, as you are aware, is in the hands of a receiver, appointed in the suit pending in the circuit court of the United States for the district of Iowa; and it is understood that, unless some compromise should be effected between the different views of the parties who have not hitherto acted in harmony, no alternative might remain to the court but to permit foreclosure in a form that might involve serious damage to all interested.

No one doubts the expediency of saving the property from sale and sacrifice in these times of great depression; all have agreed that the necessity for it should be obviated, if practicable, but until now there has been no mode suggested mutually satisfactory.

1261 Without going over all that has taken place respecting this matter, it is sufficient for the present purpose to say that the controversy has been mainly due to the difference of opinion between the two committees of bondholders appointed, respectively, the one in Boston, in February, 1874, and the other in New York, in July following; both claiming to represent large constituencies, and between them certainly representing a large majority of first and second mortgage bondholders. Without entering into the question of who was right, it was clearly desirable for the committees to unite upon a course satisfactory to both. This involved a compromise, which could only be effected by mutual concessions. These have now been made after full conference, and the two committees have united in the adoption of a measure of settlement.

This measure has not been framed solely upon the judgment of the committee; but the opinions and valuable suggestions received from

individual bondholders during the past twelve months have been gladly made use of by the committees as a means of discovering what there was in each of the other projects suited to the requirements of
1262 the bondholders, and have thus served, in large measure, to enable the committee to arrive at the present compromise.

This compromise, while giving effect to elements in each of the other schemes, brings into operation the most desirable provisions of both, the term and particulars of which are fully and distinctly shown by the articles of incorporation of the Central Iowa Railway Company annexed hereto, and they need not, therefore, be again set fort' in detail.

This plan can be carried out by means of a decree which, in the opinion of the committees, the court will, on being satisfied it is the desire of the bondholders, readily enter in the pending suit, such order to be in the nature of a special decree of foreclosure following the terms of this plan, and judicially confirming it as a compromise and settlement of the rights of all the parties in the order of their priorities. If, in the opinion of the court, however, this plan can be better carried out through some other means, the method of procedure may be varied to meet the views of the court.

1263 One provision of this arrangement will especially commend itself to first-mortgage bondholders, viz., the net income of the road will at once be applied to the payment of interest on their bonds, under the direction of a committee of bondholders having authority over the road to see that the conduct of its affairs is not inconsistent with the welfare of the charge over which they preside.

In the event, however, of the road, at the expiration of five years, failing to develop so as to fulfil this plan—a contingency the committees deem very improbable—it is provided that the court shall pass such further order under the proposed decree as will continue the possession of the road in the hands of the first mortgage bondholders.

Should this proposal be adopted the committees have every reason to believe that the road will fulfil the expectations of its friends, and respond satisfactorily to all its obligations. Already, notwithstanding the continued prostration of all enterprises, the earnings of the road show a marked improvement; they have been for the first
1264 five months of this year $24,700 larger than for the corresponding period of last year; and with the revival of the industries of the country, the revenues of the road must grow proportionately with the general improvement of business.

The committees earnestly recommend the bondholders to unite in the accompanying application to the circuit court of the United States for the district of Iowa, which, in the judgment of the committees, is sufficient for the purpose of carrying out this measure without the necessity of bondholders depositing their bonds.

(S'g'd) RICHARD L. ASHURST, Philadelphia.
" THOMAS B. REED, Portland.
" EDMUND WETMORE, New York.
" H. J. BOARDMAN, Boston.
" CHARLES ALEXANDER, Boston.
" A. V. LYNDE, Boston.
" JNO. A. B. LATROBE, Baltimore.
" GEO. T. M. DAVIS, New York.
" PETER STARR, New York.

1265 *Articles of incorporation of the Central Iowa Railway Co.*

ART. I.

Organization.

We, the undersigned, hereby form ourselves into an organization and body corporate in the manner provided by the statutes of Iowa, for a period of fifty years, with perpetual succession and the right of renewal, to be known by the name of Central Iowa Railway Company; and by that name shall have power to adopt a common seal, sue and be sued, plead and be impleaded, contract and be contracted with, acquire, hold, possess, encumber, and transfer, both personal property and real estate, make and adopt by-laws, and do any and all other things which, by law, like corporations have the power to do, and shall be entitled to all the exemptions, privileges, and benefits of like corporations.

This corporation shall begin on the fifteenth day of September, 1875, and have its principal place of business at Marshalltown, Iowa.

1266

ART. II.

Object.

The object of this corporation shall be to acquire, construct, equip, maintain, and operate a railway from the north to the south line of the State of Iowa, embracing the present road and property, both real and personal, of the Central Railroad Co. of Iowa, subject to the first mortgage and to $3,700,000 of the first-mortgage bonds existing and now outstanding on that property, which first mortgage bonds this company assumes to pay, both principal and interest, in the manner hereinafter provided; the road to be single or double track, or partly of both, as necessity may require.

ART. III.

Officers.

The business of this company shall be managed by a board of eleven directors, who shall be elected at the annual election on the first Wednesday of June, 1877, at the principal place of busines of the company in Iowa, and on the same day of each year thereafter; but, should the election not take place in any year on the day fixed, it may be 1267 afterwards holden by order of the board of directors. The officers of this company shall consist of president, vice-president, secretary, and treasurer, and such other officers as the board may appoint. The president and vice-president shall be chosen by the directors from their number, and the other officers shall be chosen or appointed by the board of directors; all officers shall hold their respective places during the pleasure of the board of directors, who may hold their meetings either at Boston, New York, Philadelphia, Baltimore or elsewhere. Six of their number shall constitute a quorum for the transaction of business, and they shall have power to fill all vacancies occurring in their number till the next annual election.

The board of directors shall also have power to appoint an executive committee of three from their number, with such powers as the board shall from time to time confer, which powers may at any time be revoked by the board.

ART. IV.

Capital stock.

The capital stock of this company shall be limited to six millions of dollars in shares of one hundred dollars each, payable as these articles provide or the directors may order, and shall be divided and 1268 distributed as follows: $907,000 of first-preferred stock shall be devoted to taking up and funding coupons Nos. 7, 8, 9, 10, 11, 12, and 13 of the first-mortgage bonds of the Central Railroad of Iowa, and shall receive such dividend in each year, not exceeding seven per cent., as the road for that year shall earn in nett profits, after paying the interest on the aforementioned bonds; $1,167,800 of second-preferred stock shall be given in exchange for the second-mortgage bonds of the Central Railroad Company of Iowa, both principal and interest, up to Jan. 15, 1876, which shall receive such dividend in each year, not exceeding seven per cent, as the road for that year shall earn in nett profits, after paying the interest on the first-mortgage bonds and seven per cent. dividend on first-preferred stock. The remainder of the capital stock, to wit, $3,925,200, shall be known as the common stock of the company, and shall be used, as far as necessary, in exchange for the common stock and floating indebtedness of the Central Railroad Company of Iowa. The floating indebtedness shall receive one share of stock for each one hundred dollars. The third-mortgage bond 1269 shall be received and treated as floating indebtedness only as far as it has cancelled or paid any actual bona-fide debt of the Central Railroad Company of Iowa. The stockholders of said Central Railroad shall receive one share of the stock of this company in exchange for three shares of the stock of the said Central Railroad Company of Iowa.

Each share of stock shall be entitled to one vote, which may be cast by the holder, in person or by proxy, in writing, signed by one witness, at all elections and meetings of the company.

ART. V.

Bond.

The first-mortgage bond of the Central Railroad Company of Iowa shall be treated as an income bond for the term of five years only, subsequent to the fifteenth day of January, 1876, the holders thereof, during that interval, in lieu of coupons, to receive such rate of interest or income thereon as the net profits of each year may enable this corporation to pay, not exceeding seven per cent. per annum.

1270 ART. VI.

Joint executive committee.

Provided, always, anything herein to the contrary notwithstanding, that the whole voting power of this company in regard of the election of directors of the corporation, removal and filling of vacancies in their number, until and including the annual election of 1882, shall be invested in, and solely exercised by, the joint executive committee of bondholders, being the same gentlemen heretofore known as the New

York and Boston committees of bondholders, to wit: Richard L. Ashurst, Thomas B. Reed, Edmund Wetmore, H. J. Boardman, Cha's Alexander, A. V. Lynde, Jno. H. B. Latrobe, Geo. T. M. Davis, Peter Starr.

Seven of the committee shall constitute a quorum.

1271

ART. VII.

Lease.

The power to lease the road shall, prior to January 15, 1881, be vested in the board of directors and the joint executive committee, in concurrence, and subsequent to that date shall be vested in the board of directors.

ART. VIII.

Liability.

The private property of stockholders of this company shall be exempt from corporate debts.

ART. IX.

Special meetings.

Special meetings of the stockholders may be called by the directors, or by the president and the executive committee of the board of directors, for the transaction of any special business.

ART. X.

These articles, except Articles V, VI, VIII, X, and XI, may be amended at any annual meeting of the stockholders, by a vote of two-thirds of all the stock issued, and a record of the same, as provided by law;
1272 said Articles V, VI, VIII, X, and XI shall not be amended or altered, nor shall the provisions of Art. IV, relative to the first and second preferred stock, be changed.

ART. XI.

It shall be further ordered and decreed that if, at the expiration of the five years aforesaid, there should be a failure to pay the interest on the first-mortgage bonds aforesaid, then the court shall make the foreclosure of the first mortgage absolute, and pass such further order as may seem just and equitable in the premises.

ART. XII.

The highest amount of indebtedness or liability to which this company shall at any time be subject shall not exceed $4,000,000.

1273

Bondholders' petition No. 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Lory Odell, of Portsmouth, N. H., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 949, 2380.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) LORY ODELL. [SEAL.]

Witness:

JOS. HILLER FOSTER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Lory Odell. No. of bonds, 949, 2380. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1274 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Elijah Colburn, of Nashua, N. H., am the holder of 4,000 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered No. 2539, $1,000 bond; No. 218, $500 bond; No. 619, $500 bond; No. 1474, $500 b'd; No. 987, $500 b'd; No. 618, $500 b'd; No. 623, $500.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ELIJAH COLBURN. [SEAL.]

Witness:

CHAS. F. STETSON.

Spaces to be consecutively filled with name, residence, total number

of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Elijah Colburn. No. of bonds, 2539, 218, 619, 1474, 987, 618, 623. Denomination, 1,000, 500; 1st, 4,000; 2d, ; total, 4,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1275 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, D. Sanford, of Medway, Mass., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500s, and numbered forty-nine (49) & ten hundred & seven (1007.)

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) DAVID SANFORD. [SEAL.]

Witness:

ADELINE D. SANFORD.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, David Sanford. No. of bonds, two of 500$ each. Denomination, No. 49 & 1007, 1st-mortgage bonds; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1276 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John Caldwell, of Boston, Mass., am the holder of 4 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1545, 761, 759, 758.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOHN CALDWELL. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, John Caldwell. No. of bonds, 1545, 761, 759, 758. Denomination, 500; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1277 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, James Codd, of Nantucket, am the holder of first-mortgage bond of the Central Railroad Company of Iowa, denominated $500, and numbered 1657, 1036, 292, 240, 558, and $1,000 bond No. 1313.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, No's 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JAMES CODD. [SEAL.]

Witness:

D. M. BUNKER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were No's 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed): Petition No. 1. Name, James Codd. No. of bonds, one of $1,000, five of 500. Denomination, $1,000 and $500; 1st, 1st mortgage, #1657, 1036, #1313, $1.000; 2d, 292, 240, 558, $500; total, 3,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1278 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, George Cobb, of Nantucket, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 293.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEORGE COBB. [SEAL.]

Witness:
JAMES CODD.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman 35 Court street, Boston.

(Endorsed): Petition No. 1. Name, Geo. Cobb. No. of bonds, one, 293. Denomination, $500, 1st mortgage; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1279 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Luke Whitcomb, of Boston, Mass., am the holder of 1,500 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 380, 382, 1831.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) LUKE WHITCOMB. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed): Petition No. 1. Name, Luke Whitcomb. No. of bonds. 380, 382, 1831. Denomination, 500; 1st, 1,500; 2d, ; total, 1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1280 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John C. Peckham, of Poplar Ridge, N. Y., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination $500, and numbered 342 and 508.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos, 8, 9, 10, and 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) JOHN C. PECKHAM. [SEAL.]
Poplar Ridge, Cayuga County, N. Y.

Witness:
SIDNEY MOSHER,
Notary Public.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, John C. Peckham. No. of bonds, two, 342, 508. Denomination, $500; 1st-mortgage, ; 2d, ; total, $1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1281 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. C. Paul, of Charlestown, am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 17 & 436.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next may term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. C. PAUL. [SEAL.]

Witness:
H. J. BOARDMAN.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, J. C. Paul. No. of bonds, 17, 436. Denomination, 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1282 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. Hoffmeister, of New Haven, C't, am the holder of three 1st-mortgage bond of the Central Railroad Company of Iowa, denomination , and numbered No. 185, of $500; No. 238, of $500; No. 491, of $1,000.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. HOFFMEISTER. [SEAL.]

Witness:
GEO. J. WILSON.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. Hoffmeister. No. of bonds, 185, 238, 491. Denomination, 500, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1283 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustee of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, David M. Bunker, of Nantucket, am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1561, 1562.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A.V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) D. M. BUNKER [SEAL.]

Witness:
JAMES CODD.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first-mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, David M. Bunker. No. of bonds, two, 1561, 1562. Denomination, 1,000; 1st, first mortgage; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1284 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. T. Smith, of Boston, Mass., am the holder of 2 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2143, 2144.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a

circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A.V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. T. SMITH. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A.T. Smith. No. of bonds, 2143, 2144. Denomination, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1285 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, E. B. Page, of Boston, am the holder of seven first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 351, 352, 353, 393, 394, 395, 396.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A.V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) E. B. PAGE. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, number of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, E. B. Page. No. of bonds, 351, 352, 353, 393, 394, 395, 396. Denomination, 1,000; 1st, 7,000; 2d, ; total, 7,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1286 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Henry Ward, of West Stoughton, Mass., am the holder of four (4) 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1271, 1617, 132, 1184.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) HENRY WARD. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Henry Ward. No. of bonds, 1271, 1617, 132, 1184. Denomination, 500; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1287 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Henry Ward, of West Stoughton, Mass., am the holder of 3 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1742, 2080, 2737.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) HENRY WARD. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Henry Ward. No. of bonds, 1742, 2080, 2737. Denomination, 1,000; 1st, 3,000; 2d, ; total, 3,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1288 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Dudley R. Child, of Boston, am the holder of 8 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2533, 376, 377, 17, 18, 2572, 1618, & 1619.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) DUDLEY R. CHILDS. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Dudley R. Child. No. of bonds, 2553, 376, 377, 17, 18, 2572, 1618, 1619. Denomination 1,000; 1st, 8,000; 2d, ; total, 8,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1289 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Dudley R. Child, of Boston, am the holder of 2 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 656 & 667.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) DUDLEY R. CHILD. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Dudley R. Child. Number of bonds, 656, 667. Denomination, 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1290 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Thomas C. Lewis, of New London, Conn., am the holder of 2 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 935 & 936.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. , for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) THOMAS C. LEWIS. [SEAL.]

Witness:
J. B. POWELL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Thomas C. Lewis. Number of bonds, 935, 936. Denomination, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1291 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. S. Kingsbury, of Boston, Mass., am the holder of two 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 653, 645.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held at Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) G. S. KINGSBURY. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. S. Kingsbury. No. of bonds, 653, 645. Denomination, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1292 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, F. Behrens, of Chelsea, am the holder of one first mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1929.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) F. BEHRENS. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with the name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, F. Behrens. No. of bonds, 1929; Denomination 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1293 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Reuben Rice, of Concord, Mass., am the holder of 3 1st-mortgage bond' of the Central Railroad Company of Iowa, demomination 500, and numbered 663, 1,629, 1,721.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) REUBEN RICE. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Reuben Rice. No. of bonds, C. 663, 1,629, 1,721. Denomination, 500; 1st, 1,500; 2d ; total, 1,500 Filed October 11th, 1875. George B. Corkhill, clerk.

1294 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, F. Behrens, of Chelsea, am the holder of two first mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1,519, 1,627.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) F. BEHRENS. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, F. Behrens. No. of bonds 1,519, 1,627. Denomination, 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1295 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. J. Nycum, of Everett, P'a, am the holder of second-mortgage' bonds of the Central Railroad Company of Iowa, denomination 1,000$, and numbered 313 and 253.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10th, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, & 7, 313 and 253, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. J. NYCUM. [SEAL.]

Witness:

JOHN DU BOIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. J. Nycum. Number of bonds, 313, 253. Denomination, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1296 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, James N. Bishop, of Avon, Conn., am the holder of 1 first-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 1052, one thousand dollars.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JAMES N. BISHOP. [SEAL.]

Witness:

J. B. POWELL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, James N. Bishop. Number of bonds, 1052. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1297 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Simon Cohen, of Boston, am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1528, 1529.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SIMON COHEN. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first-mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Simon Cohen. Number of bonds, 1528, 1529. Denomination, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1298 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Wm. S. Pattee, of Quincy, Mass, am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 541.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) WILLIAM S. PATTEE. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, W'm S. Pattee. No. of bonds, 541. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. George B. Corkhill, clerk.

1299 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, W. S. Pattee, of Quincy, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1398.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) WILLIAM S. PATTEE. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, W'm S. Pattee. No. of bonds, 1398. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1300 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Elizabeth A. Whitney, of Boston, Mass., am the holder of 1 first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1625.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ELIZABETH A. WHITNEY. [SEAL.]

Witness:
SALMON WHITNEY.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Eliz. A. Whitney. No. of bonds, 1625. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1301 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John H. Packard, of West Bridgewater, Mass., am the holder of one mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1719.

That relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States Court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) JOHN H. PACKARD. [SEAL.]

Witness:
E. SOUTHWORTH.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, John H. Packard. No. of bonds, one, No. 1719. Denomination, $500; 1st, $500; 2d, ; total, $500. Filed October 11th, 1875. George B. Corkhill, clerk.

1302 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Henry A. Kibbe, of Hartford, State of Connecticut, am the holder of 1 one thousand dollar mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered (561) five hundred and sixty-one.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos.   , for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) HENRY A. KIBBE. [SEAL.]

Witness:
J. B. POWELL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Henry A. Kibbe. No. of bonds, one (1), 561. Denomination, one thousand; 1st, 1st mortgage; 2d, ; ; total, 100. Filed October 11th, 1875. George B. Corkhill, clerk.

1303 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Clara P. Herbert, of Bucksport, Maine, am the holder of one first mortgage bond of the Central Railroad Company of Iowa, denomination $500, and numbered 1601.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, and 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CLARA P. HERBERT. [SEAL.]

Witness:
GEO. W. HERBERT.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name. Clara P. Herbert. No. of bonds, 1601. Denomination, 500; 1st., 500; 2d. ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1304 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. W. Herbert, treasurer of Bucksport Savings Bank, Bucksport, Maine, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 2101.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. W. HERBERT. [SEAL.]

Witness:
THO'S H. SUNZY.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. W. Herbert, treas. No. of bonds, 2101. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1305 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. W. Herbert, of Bucksport, Maine, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 1549.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held at Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. W. HERBERT. [SEAL.]

Witness:

THO'S H. SUNZIG.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. W. Herbert. No. of bonds, 1549. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1306 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Alfred A. Ginn, of Prospect, Maine, am the holder of three first-mortgage bond' of the Central Railroad Company of Iowa, denomination, two $500, one $1,000, and numbered 480, 576, 1215, making two thousand doll's.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ALFRED A. GINN. [SEAL.]

Witness:

E. G. WILSON.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Alfred A. Ginn. No. of bonds, 480, 576, 1215. Denomination, 500s, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1307 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Thaddeus C Defriez, of Nantucket, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500$, and numbered 1057.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) THADDEUS C. DEFRIEZ. [SEAL.]

Witness:

JAMES CODD.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, returned to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Thaddeus C. Defriez. No. of bonds, 1057. Denomination, $500; 1st, first mortgage; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1308 *Bondholders' petition, No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, M'r's Angeline E. Hill, of Unionville, Conn't, am the holder of three 1st-mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000, 1,000, 500, and numbered 125, 560, 1051; in all, twenty-five hundred dollars.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, mady by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ANGELINE E. HILL. [SEAL.]

Witness:

J. B. POWELL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Angeline E. Hill. No. of bonds, 125, 560, 1051. Denomination, 1,000, 500; 1st, 2,500; 2d, ; total, 2,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1309 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Daniel Evans, of Attleborough, Mass., am the holder of two 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2232, 2233.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) DANIEL EVANS. [SEAL.]

Witness:

S. A. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Daniel Evans. No. of bonds, 2232, 2233. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1310 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, S. Ingersoll Briant, of Beverly, Mass., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination $1,000, and numbered 292 & 296.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) S. INGERSOLL BRIANT. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, S. Ingersoll Briant. No. of bonds, 292, 296. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1311 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, W'm Ames, 2ond, of Dedham, Mass., am the holder of two 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2756, 2753.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles

Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W'M AMES, 2d. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, W'm Ames, 2nd. No. of bonds, 2756, 2753. Denomination, 1,000s; 1st, 2,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1312 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Walter S. Blanchard, of Concord, N. H., am the holder of three mortgage-bond' of the Central Railroad Company of Iowa, denomination $500, and numbered 1775, 1776, 1777.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) WALTER S. BLANCHARD. [SEAL.]

Witness:

C. S. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Walter S. Blanchard. No. of bonds, 1775, 1776, 1777. Denomination, 500; 1st, 3; 2d, ; total, 1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1313 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: Allow me to respectfully represent that I, Joel Wheeler, of Exerten, N. H., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1817.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOEL WHEELER. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Joel Wheeler. No. of bonds, 1817. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1314 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: Allow me to respectfully represent that I, Samuel Hall, of Exerten, N. H., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 414.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SAMUEL HALL. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Samuel Hall. No. of bonds, 414. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1315 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, E. N. Hidden, of Middleborough, Mass., am the holder of six first-mortgage bond' of the Central Railroad Company of Iowa, denomination $500, and numbered 178, 298, 584, 585, 586, and 630.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) E. N. HIDDEN. [SEAL.]

Witness:

M. M. WEBER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, E. N. Hidden. No. of bonds, 178, 298, 584, 585, 586, 630. Denomination, $500; 1st, 3,000; total, 3,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1316 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. S. Waite, of Pittsfield, Mass., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered No. 2303, & $500 No. 468.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a

circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. S. WAITE. [SEAL.]

Witness:

M. L. PEIRCE.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. S. Waite. No. of bonds, 2303 & 468. Denomination, 1,000 & 500; 1st, 1,500; 2d, ; total, $1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1317 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. F. Peabody, of Gardner, am the holder of 5 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 239, 237, 1260, 1261, 1264.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. F. PEABODY. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. F. Peabody. No. of bonds, 239, 237, 1260, 1261, 1264. Denomination, 1,000; 1st, 5; 2d, ; total, 5,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1318 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Nathaniel Holmes, of S't Louis, Mo., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 269, 1669; also, one first-mortgage bond, denomination 1,000, numbered 951.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) NATHANIEL HOLMES. [SEAL.]

Witness:
SAM'L A. HOLMES.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Nathaniel Holmes. Nos. of bonds,
500 500 1,000
269, 1669, 951. Denomination, 1 of 1,000 & 2 of 500, 1st mortgage; 2d, ; total, $2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1319 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John T. Saville, of Needham, Mass., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination, 1,000 & 500, and numbered 2522, 1638.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made

in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOHN T. SAVILLE. [SEAL.]

Witness:
G. L. KINGSBURY.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, John T. Saville. No. of bonds, 2522, 1638. Denomination, 1,000, 500; 1st, 1, 1; 2d, ; total, 1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1320 The bonds are registered in my name.—G. W. S.

Bondholders' petition No. 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. William Stoddart, of Liverpool, England, am the holder of seven first-mortgage bond' of the Central Railroad Company of Iowa, denomination $1,000, and numbered 1476, 1477, 1478, 2245, 2246, 2411, 2412.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. as above, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. W'M STODDART. [SEAL.]

Witness:
JOHN TAYLOR.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. W'm Stoddart. No. of bonds 1476, 1477, 2245, 2246, 1478, 2411, 2412. Denomination, $1,000 each, 1st mortg.; 1st, $7,000.00; 2d, ; total, 7,000.00. Filed October 11th, 1875. George B. Corkhill, clerk.

GEO. W'M STODDART,
19 *Dryden Road, Edge Lane, Liverpool, England.*

1321 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, W'm Ferrel, of Washington, D. C., am the holder of four first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500s & 1,000s, and numbered 588, 595, 16, 1315.
1,000 500

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W'M FERRELL. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, W'm Ferrell. No. of bonds, 588, 595, 16, 1315. Denomination, 1,000, 500; 1st, 2, 1000, 2, 500; 2d, ; total, 3,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1322 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, M'r's Geo Batchelder, of Charlestown, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 794.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made

in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) M'R'S GEO. BATCHELDER. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, M'r's Geo. Batchelder. No. of bonds, 794. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1323 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, E. P. Spaulding, of Tewksburg, Mass., am the holder of 4 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000s, and numbered 821, 822, 2057, 2361.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) E. P. SPAULDING. [SEAL.]

Witness:

S. E. BURRILL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, E. P. Spaulding. No. of bonds, 821, 822, 2057, 2361. Denomination, 1,000s; 1st, 4,000; 2d, ; total, 4,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1324 ***Bondholders' petition No. 1.***

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, E. P. Spaulding, of Tewksburg, Mass., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500s, and numbered 105, 107.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) E. P. SPAULDING. [SEAL.]

Witness:

S. E. BURRILL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, E. P. Spaulding. No. of bonds, 105, 107. Denomination, 500s; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1325 ***Bondholders' petition No. 1.***

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Samuel Veazie, of Braintree, am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1756, 263.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SAMUEL VEAZIE. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Samuel Veazie. No. of bonds, 1756, 263. Denomination, 500; 1st, 2; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1326 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, Samuel Veazie, of Braintree, am the holder of four first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 647, 648, 649, 650.

That, relying upon certain statements of gross and net earnings, for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos, 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SAMUEL VEAZIE. [SEAL.]

Witness:
C. H. Kilham.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Samuel Veazie. No. of bonds, 647, 648, 649, 650. Denomination, 1,000; 1st, 4; 2d, ; total, 4,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1327 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, Levi Coldwell, of Newton, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 247.

That, relying upon certain statements of gross and net earnings, for the months of March, April, and May, 1873, made by the company in a

circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceeding, in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) LEVI COLDWELL. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Levi Coldwell. No. of bonds, 247. Denomination, $500, 1st mortgage bond; 2d, ; total 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1328 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, S. M. Place, of Cambridgeport, Mass., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1522, 2439.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) S. M. PLACE. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, S. M. Place. No. of bonds, 1522, 2439. Denomination, 1,000; 1st, 1,000; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1329 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, S. M. Place, of Cambridgeport, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 747.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) S. M. PLACE. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, S. M. Place. No. of bonds, 747. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1330 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, W. J. Nickerson, of Medford, am the holder of 4 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000s, and numbered 524, 525, 526, 1263.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the

results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W. J. NICKERSON. [SEAL.]

Witness:

W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, W. J. Nickerson. No. of bonds, 524, 525, 526, 1263. Denomination, 1,000s; 1st, 4,000; 2d, ; total, 4,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1331 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, James S. Blair, of Brimfield, Mass., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1075, 1082.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company, in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, reciving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston Feb. 23, 1874.

(Signed) JAMES S. BLAIR. [SEAL.]

Witness:

L. S. BLAIR.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, James S. Blair. No. of bonds, 1075, 1082. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1332 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Benj. T. Martin, of Chelsea, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1833.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings i nequity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) B. F. MARTIN. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Benj. F. Martin. No. of bonds, 1833. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1333 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, L. N. Kemp, of Pepperell, am the holder of two second-mortgage bond' of the Central Railroad Company of Iowa, denomination, 1,000, and numbered 726, 875.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) LEVI N. KEMP. [SEAL.

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number

of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, L. N. Kemp. No. of bonds, 726, 875. Denomination, 1,000; 1st, ; 2d, 2,000; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1334 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: Allow me to respectfully represent that I, Reuben Burnham, of Boston, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1769.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) REUBEN BURNHAM. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Reuben Burnham. No. of bonds, 1769. Denomination, 500; 1st, 1; 2d. ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1335 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa;

GENTLEMEN: Allow me to respectfully represent that I, William Hammond, of Marblehead, am the holder of four first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1406, 1486, 1103, 1204.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a

circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W'M HAMMOND. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(In pencil:) $500, No. 1406; 500, No. 1486; 500, No. 1103; 500, No. 1204.

(Endorsed:) Petition No. 1. Name, W'm Hammond. No. of bonds, 1406, 1486, 1103, 1204. Denomination, 500; 1st, 4; 2d. ; total, 2,000 Filed October 11th, 1875. George B. Corkhill, clerk.

1336 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Cha's Loring, of Quincy, Mass., of C'nt'l R. R. Io'a, am the holder of 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 4 500$ each, and numbered 50, 131, 674, & 1672, respectively, 4 bonds of 500 each.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 50, 131, 674, 1672, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Number' of coupons given up, 2 of No. 50; 2 of No. 131; 2 of 674; 2 of 1672.

April 21st, 1874.

(Signed) CHA'S LORING. [SEAL.]

Witness:

E. L. LORING.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10 and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Cha's Loring. No. of bonds, No. 50, 131, 674, 1672. Denomination, four bond' of five hundred d. each; 1st, 4; 2d, ; total, 2,000$. Filed October 11th, 1875. George B. Corkhill, clerk.

1337 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. C. Thacher, of Wareham, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1299.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. C. THACHER. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, J. C. Thacher. No. of bond', 1299. Denomination, 500; 1st, 1; 2d, ; total 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1338 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, M. P. Elliot, of Boston, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2568.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) **M. P. ELLIOT.** [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, M. P. Elliot. No. of bonds, 2568. Denomination, 1,000; 1st, 1; 2d, ; total, 1,000. Filed, October 11th, 1875. George B. Corkhill, clerk.

1339 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Lory Odell, of Portsmouth, N. H., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 48, 1529.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held at Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) **LORY ODELL.** [SEAL.]

Witness:

JOS. HILLER FOSTER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Lory Odell. No. of bonds, 48, 1529. Denomination, 500; 1st, 2; 2d, ; total 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1340 (In pencil:) Number to be sent.

Bondholders' petition No. 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. D. Bacon, of Sharon, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2259.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. D. BACON. [SEAL.]

Witness:

S. M. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. D. Bacon. No. of bonds, 2259. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1341 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Tho's C. Gifford, of Cambridge, N. Y., am the holder of 1 1st mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 535.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) THO'S C. GIFFORD. [SEAL.]

Witness:
JAMES THOMPSON.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Tho's C. Gifford. No. of bonds, 535. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1342 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Samuel Whitney, of Waltham, Mass., am the holder of 1 second-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 314.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institue such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SAMUEL WHITNEY. [SEAL.]

Witness:
G. W. WHITNEY.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Samuel Whitney. No. of bonds, 314. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1343 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Isaiah Josselyn, of So. Boston, am the holder of 1 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 785.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ISAIAH JOSSELYN. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first-mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Isaiah Josselyn. No. of bonds, 785. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1344 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. V. Lynde, of Melrose, Mass., am the holder of 6 first-mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000, and numbered 646, 1603, 1694, 2037, 1524, 1523.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. V. LYNDE. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. V. Lynde. No. of bonds, 646, 1603, 1694, 2037, 1524, 1523. Denomination, 1,000's; 1st, 6,000; 2d, ; total, 6,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1345 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. V. Lynde, of Melrose, Mass., am the holder of 7 first-mortgage bonds of the Central Railroad Company of Iowa, denomination 500, and numbered 92, 93, 96, 133, 1415, 1416, 1450.

That, relying upon certain statements of gross and net earning for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. V. LYNDE. [SEAL.]

Witness:

W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. V. Lynde. No. of bonds, 92, 93, 96, 133, 1415, 1416, 1450. Denomination, 500's; 1st, 3,500; 2d, ; total, 3,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1346 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. V. Lynde, executor, of Melrose, Mass., am the holder of 3 first mortgage bonds of the Central Railroad Company, of Iowa, denomination 500, and numbered 1496, 1497, 1498.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos, 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. V. LYNDE, *Executor*. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. V. Lynde, executor; Number of bonds, 1496, 1497, 1498. Denomination, 500; 1st, 1,500; 2d, ; total 1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1347 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. Z. Brown, of Cambridge, , am the holder of 1,000 first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1615.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. Z. BROWN. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. Z. Brown. No. of bonds, 1615. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1348 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: Allow me to respectfully represent that I, Charles Alexander, of Boston, am the holder of 10 first-mortgage bond' of the Central Railroad Company, of Iowa, denomination 500, and numbered 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) CHARLES ALEXANDER. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed): Petition No. 1. Name, Charles Alexander. No. of bonds, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845. Denomination, 500; 1st, 5,000; 2d, ; total, 5,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1349 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Charles Alexander, of Boston, am the holder of eleven first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1370, 1372, 1373, 1377, 2755, 2757, 2758, 2770, 691, 2202, 1953.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CHARLES ALEXANDER. [SEAL.]

Witness:
C. A. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Charles Alexander. No. of bonds, 1370, 1372, 1373, 1377, 2755, 2757, 2758, 2770, 691, 2202, 1953. Denomination, 1,000; 1st, 11,000; 2d, ; total, 11,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1150 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Isaiah Josselyn, of So. Boston, am the holder of 1 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1829.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ISAIAH JOSSELYN. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Isaiah Josselyn. No. of bonds, 1829. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1351 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John Searing, of Poplar Ridge, am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 1901 and 973.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOHN SEARING, [SEAL.]
Poplar Ridge, Cayuga Co., N. Y., 3d mo. 1st, 1874.

Witness:
JOHN C. PECKHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, John Searing. No. of bonds, $\overset{1000}{1901}$. $\overset{500}{973}$. Denomination, 1st, 1,500; 2d, ; total, 1,500 Filed October 11th, 1875. George B. Corkhill, clerk.

1352 *Bondholders' petition No 1.*

To the Farmers' Loan and Trust Co., of New York, trustees of the Central Railroad Co., of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, George Watson, of Franklin, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 13.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held at Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) **GEO. WATSON.** [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. Watson. No. of bond, 13. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1353 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, F. Quincy Browne, of Boston, Mass., am the holder of 18 second-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 724, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 527, 529, 581.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) **F. QUINCY BROWNE.** [SEAL.]

Witness:

LOUIS L. E. BROWNE.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, F. Quincy Browne. No. of bonds, 724, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 527, 529, 581. Denomination, 1,000; 1st, ; 2d, 18,000; total, 18,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1354 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, George Watson, of Franklin, Mass., am the holder of one 2ond-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 784.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. WATSON. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. Watson. No. of bonds, 784. Denomination 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1355 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Reuben Rice, of Concord, Ms., am the holder of one 2ond-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 563.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) REUBEN RICE. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Reuben Rice. No. of bonds' 563. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1356 *Bondholders' petition No* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Ira Cheever, of Chelsea, Mass., am the holder of 2 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 206, 246.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) IRA CHEEVER. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Ira Cheever. No. of bonds, 206, 246. Denomination, 1,000; 1st, ; 2d, 2,000; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1357 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. T. Carpenter, of Foxboro, Mass., am the holder of 5 1st-mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000, and numbered 596, 597, 599, 2763, 2740.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a

circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. T. CARPENTER. [SEAL.]

Witness:

Spaces to be consecutively filled with name, residence, total number of bondsheld, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, J. T. Carpenter. No. of bonds, 596, 597, 599, 2763, 2740. Denomination, 1,000; 1st, 5; 2d, ; total, 5,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1358 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. T. Carpenter, of Foxboro, Mass., am the holder of 1 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1101.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United states court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. T. CARPENTER. [SEAL.]

Witness:

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date. witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, J. T. Carpenter. No. of bonds,

1101. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1359 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Eliz. C. Leonard, of Needham, Mass., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 240, 102.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ELIZABETH C. LEONARD. [SEAL.]

Witness:

CHA'S W. LEONARD.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, E. C. Leonard. No. of bonds, 102, 240. Denomination, 500, 1,000; 1st, 1, 1; 2d, ; total, 1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1360 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, S. D. Hitchcock, of Sharon, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1765.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once, institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) S. D. HITCHCOCK. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, S. D. Hitchcock. No. of bonds, 1765. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1361 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Cha's Rowell, of Swampscott, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1637.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained to my satisfaction that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CHARLES ROWELL. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first morgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Cha's Rowell. No. of bonds, 1637. Denomination, 500; 1st. 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1362 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Ambrose

Keith, of Bridgewater, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1515.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained to my satisfaction that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) AMBROSE KEITH. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Ambrose Keith. No. of bonds' 1515. Denomination 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1363 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Andrew J. Savage, of Chelsea, Mass., am the holder of two 1st-mortgage bonds of the Central Railroad Company of Iowa, denomination 500, and numbered 213, 1542.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained to my satisfaction that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ANDREW J. SAVAGE. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Andrew J. Savage. No. of bonds, 213, 1542. Denomination 500; 1st, 2; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1364 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. M. Greenwood, of Gardiner, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 657.

That, relying upon certain statements of gross earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once, institute such proceedings in equity, at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. M. GREENWOOD. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. M. Greenwood. No. of bonds, 657. Denomination, 1,000; 1st, 1; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1365 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Rev. W'm M. Deatrick, of Charlesville, P'a, am the holder of first-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 1439.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once, institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W'M M. DEATRICK. [SEAL.]

Witness:
J. DUBOIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Rev. W'm M. Deatrick. No. of bonds, one, No. 1439. Denomination, $1,000.00; 1st, yes; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1366 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Sam'l Wood, of Northboro, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1157.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SAM'L WOOD. [SEAL.]

Witness:
A. W. SEAVER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Sam'l Wood. No. of bonds, 1157.

Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1367 *Bondholders' petition* No. 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Rufus Knight, of Manchester, N. H., am the holder of two 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2015, 345.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) RUFUS KNIGHT. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Rufus Knight. No. of bonds, 2015, 345. Denomination, 1,000; 1st, 2, ; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1368 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Rufus Knight, of Manchester, N. H., am the holder of 3 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1430, 1768, 200.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) RUFUS KNIGHT. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Rufus Knight. No. of bonds, 1430, 1768, 200. Denomination, 500; 1st, 3; 2d, ; total, 1,500. Filed October 11th, 1875. George B. Corkhill, clerk.

1369 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. M. Greenwood, of Gardiner, , am the holder of two first mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1675, 1811.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. M. GREENWOOD. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, A. M. Greenwood. No. of bonds, 1675, 1811. Denomination, 500; 1st, 2; 2d, ; total, 1,000. Filed October 11, 1875. George B. Corkhill, clerk.

1370 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Harriet M.

Smith, of Fairfield, N. Y., am the holder of 2 1st-mortgage bonds of the Central Railroad Company of Iowa, denomination $1,000 each, and numbered respectively 1053 and 1054.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) HARRIET M. SMITH. [SEAL.]

Fairfield, April 4, 1874.
Witness:
Jairus Mather.

Spaces to be consecutively filed with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Harriet M. Smith. No. of bonds, 1053, 1054. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1371 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, Fransier Carleton, of Salem, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2309.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) FRAZIER CARLETON. [SEAL.]

Witness:
C. S. Nichols.

Spaces to be consecutively filled with name, residence, total number

of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Francis Carleton. No. of bonds, 2309. Denomination, 1,000; 1st, 1; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1372 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Company of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Nathan Keith, of Campello, am the holder of 2,000 dollars mortgage bond of the Central Railroad Company of Iowa, denomination first mortgage, and numbered No. 2736, 1,000 dollars, No. 1849 and 1850, of five hundred each.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) NATHAN KEITH. [SEAL.]

Witness:
ELIZABETH C. KEITH.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Nathan Keith. No. of bonds, three. Denomination, one $1,000, 2736; two $500, 1849, 1850; 1st mortgage; 2d, ; total, two thousand dollars. Filed October 11th, 1875. George B. Corkhill, clerk.

1373 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Clarence Oxnard, of Gorham, Maine, am the holder of four mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1882, 1883, 1884, 1885.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CLARENCE OXUARD. [SEAL.]

Witness:

R. G. HARDING.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos, 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Clarence Oxnard. No. of bonds, 1882, 1883, 1884, 1885. Denomination, 1,000; 1st, 4; 2d, ; total, 4,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1374 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co., of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John Aldrich, of Upper Aquebogue, N. Y., am the holder of a first-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 2082.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOHN ALDRICH. [SEAL.]

Witness:

NAT. W. FOSTER, *Riverhead*.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, John Aldrich. No. of bonds, 2082. Denomination, 1,000; 1st, 1; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1375 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Albert Merriam, of Glover, Vt., am the holder of four first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1303, 1305, 1306, 1962.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, and 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Glover, May 1, 1874.

(Signed) ALBERT MERRIAM. [SEAL.]

Witness:
E. LOOMIS STANTON.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Albert Merriam. No. of bonds, 1303, 1305, 1306, 1962. Denomination, 1,000; 1st, 4; 2d, ; total, 4,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1376 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Milley Estes, of No. Bridgewater, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 2524.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MILLEY ESTES. [SEAL.]
Witness:
JEFFERSON BISBEE.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Millie Estes, No. Bridgewater, Mass. No. of bonds, one. Denomination, $1,000, 2,524; 1st, 1,000; 2d, ; total, $1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1377 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Sarah K. Smith, of Fairfield, N. Y., am the holder of 1 1st-mortgage bond of the Central Railroad Company of Iowa, denomination $500, and numbered 494.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Fairfield, N. Y., April 4, 1874.

(Signed) SARAH K. SMITH. [SEAL.]
Witness:
JIRUS MATHEE.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds, (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Sarah K. Smith. No. of bonds, 494. Denomination, 500; 1st, 1; 2d, ; total 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1378 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Sarah K. Smith, of Fairfield, N. Y., am the holder of 1 1st mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 1057.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, & 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Fairfield, N. Y., April 4, 1874.

(Signed) SARAH K. SMITH. [SEAL.]

Witness:

JIRUS MATHEE.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds, (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Sarah K. Smith. No. of bonds, 1057. Denomination, 1,000; 1st, 1; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1379 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, W. H. Pettis, of Keene, N. H., am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 223.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made

in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W. H. PETTIS. [SEAL.]

Witness:

C. E. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5. 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, W. H. Pettis. No. of bonds, 223. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1380 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. F. Peabody, of Gardner, am the holder of 20 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 339, 897, 352, 251, 208, 786, 312, 898, 311, 899, 309, 252, 250, 310, 329, 353, 354, 355, 145, 356.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, & 7, for a period of two years, receiving in exchange therefore an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. F. PEABODY. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Geo. F. Peabody. No. of bonds, 339, 897, 352, 251, 208, 786, 250, 310, 329, 353, 354, 355, 312, 145, 898, 356, 311, 899, 309, 252. Denomination, 1,000; 1st, ; 2d, 20; total, 20,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1381 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Daniel Evans, of Attleborough, Mass., am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 528.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1874, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) DANIEL EVANS. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Daniel Evans. No. of bonds, 528. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1382 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Henry F. May, of Hudson, Mass., am the holder of one 2nd mortgage bond of the Central Railroad Company of Iowa, denomination 100, and numbered 501.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) HENRY F. MAY. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairmam, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Henry F. May. No. of bonds, 501. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1383 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Rufus C. Kimball, of North Bridgewater, Mass., am the holder of three 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 209, 210, 217.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) RUFUS C. KIMBALL. [SEAL.]

Witness:

E. G. RHODES.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Rufus C. Kimball. No. of bonds, 209, 210, 217. Denomination, one thousand (1,000); 1st, ; 2d, 2d m. bonds; total, three thousand (3,000). Filed October, 11th, 1875. George B. Corkhill, clerk.

1384 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, S. K. George, of Maryland, am the holder of $5,000 of 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 180, 737, 738, 739, 740.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) S. K. GEORGE. [SEAL.]

Witness:

JA'S G. WILSON, Baltimore, April 1st, 1874.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, S. K. George. No. of bonds, 180, 737, 738, 739, 740. Denomination, $1,000 each; 1st, ; 2*st* mortgage; total, $5,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1358 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Reuben Burnham, of Boston, am the holder of one second-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 530.

That relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) REUBEN BURNHAM. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Reuben Burnham. No. of bonds, 530. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1386 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, Nathaniel Holmes, of S't Louis, Mo., am the holder of 8 2d-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 336, 337, 338, 424, 425, 426, 427, & 428.

That relying upon certain statements of gross and net earnings, for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, & 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) NATHANIEL HOLMES. [SEAL.]

Witness:

Nathaniel Holmes.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4. 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Nathaniel Holmes. No. of bonds' 8. Nos. 336, 337, 338, 424, 425, 426, 427, & 428. Denomination, $1,000; 1st, ; 2-mortgage; total, $8,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1387 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York' trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, George W. Whitney, of Quincy, Mass., am the holder of 1 second-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 531.

That relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) G. W. WHITNEY. [SEAL.]

Witness:
SAMUEL WHITNEY.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, G. W. Whitney. No. of bonds, 531. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1388 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Cha's Rowell, of Swampscott, Mass., am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 911.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CHARLES ROWELL. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds, (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Cha's Rowell. No. of bonds, 911. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1389 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Andrew J. Savage, of Chelsea, Mass., am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denominated 1,000, and numbered 734.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ANDREW J. SAVAGE. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Andrew J. Savage. No. of bonds, 734. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1390 *Bondholders' petition No* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, G. L. Wilmarth, of Taunton, am the holder of 1 second-mortgage bond of the Central Railroad Company of Iowa, denominaton 1,000, and numbered 207.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEORGE L. WILMARTH. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, G. L. Wilmarth. No. of bonds, 207. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1391 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, M. P. Elliot, of Boston, Mass., am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 243.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) M. P. ELLIOT. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, M. P. Elliot. No. of bonds, 243. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1392 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Lory Odell, of Portsmouth, N. H., am the holder of 2 second-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 211, 212.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, & 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) LORY ODELL. [SEAL.]

Witness:

JOS. HILLER FOSTER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Lory Odell. No. of bonds, 211, 212. Denomination, 1,000. 1st, ; 2d, 2; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1393 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Oliver Cummings, of North Chelmsford, am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 673.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

North Chelmsford, March 30th, 1874.

(Signed) OLIVER CUMMINGS. [SEAL.]

Witness:

ALBERT E. LAKE.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Oliver Cummings. No. of bonds, 673. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1394 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John A. Shaw, of Milton, Mass., am a holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 522.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOHN A. SHAW. [SEAL.]

Witness:

S. N. FULLER & CO.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street Boston.

(Endorsed:) Petition No. 1. Name, John A. Shaw. No. of bonds, 522. Denomination, 1,000; 1st ; 2d, 1,000; total 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1395 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Marshal Livermore, of Boston, Mass., am the holder of 2 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 733, 704.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MARSHAL LIVERMORE. [SEAL.]

Witness:
MARTHA W. BOWEN.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Marshall Livermore. Number of bonds, 704, 733. Denomination, 1,000; 1st, 2d 2,000; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1396 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Daniel H. Backus, of Boston, Mass., am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 134.

That relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, and 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) DANIEL H. BACKUS. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be consecutively filled with name, residence, total numbe of bonds held, description of bonds (500 or 1,000), numbers of eachr numbers of coupons given up, date, witness.,

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Daniel H. Backus. No. of bond s

134. Denomination 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1397 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Sewall Watson, of Bath, Maine, am the holder of one second-mortgage bond of the Central Railroad Company of Iowa, denomination M, and numbered three hundred and thirty-five, for one thousand dollars.

That, relying upon certain statements of gross and net earnings, for the months of March, April and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, & 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) SEWALL WATSON. [SEAL.]

Witness:
W. D. HILL.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Sewall Watson. No. of bonds, 335. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1398 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, E. B. Page, of Boston, am the holder of one second-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 351.

That, relying upon certain statements of gross and net earnings, for the months of March, April and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) E. B. PAGE. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, E. B. Page. No. of bonds, 351. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1399 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Michel Watson, of Chelsea, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination, 1,000, and numbered 1617.

That, relying upon certain statements of gross and net earnings, for the months of March, April and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct; and now request that you shall, as trustee, at once institute such proceedings in equity, at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular, dated Boston, Feb. 23, 1874.

(Signed) MICHAEL WATSON. [SEAL.]

Witness:

C. H. KILHAM.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Michael Watson. No. of bonds, 1617. Denomination, 1,000; 1st, 1.000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1400 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. H. Woodbury, of Boston, Mass., am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1423.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. H. WOODBURY. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, J. H. Woodbury. No. of bonds, 1423. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1401 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Mary Davis, of Gloucester, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination $500, and numbered 461.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 8, 9, 10, 11, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States district court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MARY DAVIS. [SEAL.]

Witness:

J. S. CHAMBERLIN.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Mary Davis. No. of bonds, 461. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11th, 1875. George B. Corkhill, clerk.

1402 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Edward Southworth, of North Bridgewater, Mass., am the holder of fifteen 2d-mortgage bond' of the Central Railroad Company of Iowa, denomination $1,000, and numbered 523, 524, 525, 623, 624, 625, 626, 701, 702, 703, 765, 766, 767, 768, 769.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) EDWARD SOUTHWORTH. [SEAL.]

Witness:

FRED'C SOUTHWORTH.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Edw'd Southworth. Number of bonds, fifteen, 523, 524, 525, 623, 624, 625, 626, 701, 702, 703, 765, 766, 767, 768, 769. Denomination, $1,000; 1st. ; 2d. Iowa Central R. R.; total, $15,000.00. Filed October 11th, 1875. George B. Corkhill, clerk.

1403 *Bondholders' petition No.* 1.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Charles Loomis, of Enfield, Conn., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 122, 1401.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a

circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 122, 1401, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CHARLES LOOMIS. [SEAL.]

Witness:

WILLIAM LOOMIS.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Charles Loomis. No. of bonds, two (2). Denomination, 122, 1401; 1st mortgage; 2d, ; total, $1,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1404 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Salmon Whitney, of Boston, Mass., am the holder of two 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 247, 248.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustee, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SALMON WHITNEY. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, Salmon Whitney. No. of bonds, 247, 248. Denomination, 1,000; 1st, ; 2d, 2,000; total, 2,000. Filed October 11th, 1875. George B. Corkhill, clerk.

1405 *Bondholders' petition No. 1.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, James A. Stetson, of Quuncey, Mass., am the holder of 3 2nd-mortgage bond' of the Central Railroad Company of Iowa, denomination, 1,000, and numbered 35, 36, 37.

That, relying upon certain statements of gross and net earnings for the months of March, April, and May, 1873, made by the company in a circular letter, issued under date of June 10, 1873, I consented to yield the coupons on said bonds, Nos. 4, 5, 6, 7, for a period of two years, receiving in exchange therefor an interest-bearing scrip.

I have since ascertained, to my satisfaction, that the statements made in said circular are not correct, and now request that you shall, as trustees, at once institute such proceedings in equity at the next May term of the United States court, to be held in Des Moines, Iowa, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JAMES A. STETSON. [SEAL.]

Witness:

S. N. FULLER.

Spaces to be consecutively filled with name, residence, total number of bonds held, description of bonds (500 or 1,000), numbers of each, numbers of coupons given up, date, witness.

The coupons of first mortgage yielded were Nos. 8, 9, 10, and 11; of seconds, Nos. 4, 5, 6, and 7.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 1. Name, James A. Stetson. Number of bonds, 35, 36, 37. Denomination, 1,000; 1st, ; 2, 3,000; total, 3,000. Filed October 11th, 1875. George B. Corkhill, clerk.

406 28TH MARCH, 1874.

Mr. H. J. BOARDMAN:

DEAR SIR: I received printed report of committee of bondholders of Central Railroad of Iowa, recom'ending foreclosure and leasing to Milwaukee and S't Paul Railroad Company. I quite agree with the recom'endation, being satisfied the Central of Iowa as an independant road will not be in a position in 1875 to take up maturing coupons. I would have signed and sent to-day petition, but you did not mail along with the report a proper form for filling up. I hold both 1st and 2nd bonds, and as I agreed to the funding arrangement, I have yielded my coupons. On Wednesday next I will mail petition written out from printed copy, accompanying report; meantime you may consider me as acting with the other bondholders in the proposed suit in equity. The Nos of my bonds are, 1st mortgage, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389;

total, 10 bonds; 2nd, 639, 640. 641, 642, 643, 644; total, 6. Denomination, $1,000 each kind.

I am, dear sir, respectfully yours,

HENRY SIMSON.

(Indorsed:) Filed Oct. 11, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

1407 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, D. C. Webber, of Somerville, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 4 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1053, 1062, 1063, & 1064, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) D. C. WEBBER. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, D. C. Webber. No. of bonds, 1053, 1062, 1063, 1064. Denomination, 500; 1st, 4; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1408 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, D. C. Webber, of Somerville, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 2 for' mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2317 & 2318, with coupons 8, 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) D. C. WEBBER. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed) Petition No. 2. Name, D. C. Webber. No. of bonds, 2317, 2318. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1409 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Seth E. Pecker, of Boston, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of six 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination' 1,000 & 500, and numbered 748, 2594, 1st; 1805, 1807, 1809, 1810, 2nds, with coupons 8, 9, 10, 11 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston Feb. 23, 1874.

(Signed) SETH E. PECKER. [SEAL.]

Witness:

S. M. FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Seth E. Pecker. No. of bonds, 748, 2594, 1sts; 1805, 1807, 1809, 1810—500. Denomination', 1,000 and 500; 1st, 4,000; 2d, ; total, 4,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1410 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co., of Iowa:

GENTLEMEN: I, H. J. Bo'rdmad, of Boston, , respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of fifteen second mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000, and numbered 228, 566, 562, 647, 735, 801, 802, 803, 804, 805, 806, 807, 809, 810, with coupons attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) H. J. BOARDMAN. [SEAL.]

Witness:

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, H. J. Boardman. No. of bonds, 225, 566, 735, 803, 806, 809, 562, 647, 801, 804, 807, 810, 802, 805, 808. Denomination, 1,000; 1st. ; 2d, 1,500; total, 15,00'. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1411 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co., of Iowa:

GENTLEMEN: I, Timothy I. Marshall, of Beverly, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company, of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1,460, with coupons 7, 8, & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) TIMOTHY I. MARSHALL. [SEAL.]

Witness:

C. S. NICHOLS.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage. Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Timothy I. Marshall. No. of bonds, 1,460. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1412 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co., of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Hiram W. Master, of Schodach, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of two 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2558, 2557, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) HIRAM W. MASTER. [SEAL.]

Witness:

EDWIN H. GRIFFITH.

Spaces to be filled consecutively with name, residence, number of bond, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street Boston.

(Endorsed:) Petition No. 2. Name, Hiram W. Master. No. of bonds 2557, 2558. Denomination, 1,000; 1st, 2; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1413 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co., of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Sheldon K. Bascom, of Southampton, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of five first-mortgage bond' of the Central Railroad Company of Iowa, denomination one of $1,000, 3 of 500, and numbered 1,000, No. 863, 500, No. 97, 98, 99, with coupons 53 to each bond attached. That said coupons are due and unpaid, the company having refused payment on the same, in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) SHELDON K. BASCOM. [SEAL.]

Witness:

E. A. EDWARDS.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Sheldon K. Bascom. No. of bonds, five. Denomination, 1,000, 863: 3 of 500, 97, 98, 99; 1st, mortgage; 2d. ; total, twenty-five hundred. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1414 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Jo's T. Nason, of Kennebunk, Me., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company, of Iowa, that I am the holder of two first-mortgage bond' of the Central Railroad Company, of Iowa, denomination, 500, and numbered 1590, 1591, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

Kennebunk, May 5, 1874.

(Signed) JO'S T. NASON. [SEAL.]

Witness:

WILLIAM FAIRFIELD.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Jo's T. Nason. No. of bonds, two, 1590, 1591. Denomination. 500, 1st mortgage; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1415 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Christopher Littlefield, of Kennebunk, Maine, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of $8,500 first-mortgage bond' of the Central Railroad Company of Iowa, denomination, 6 of 1,000 each, and numbered 1611, 1788, 1537, 2343, 1338, 2315, & 5 bonds of 500 each, numbered 1076, 1285, 353, 1585, 1396, with coupons No. 8 & No. 9. attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

Kennebunk, April 15, 1874.

(Signed) CHRISTOPHER LITTLEFIELD. [SEAL.]

Witness:
JOHN G. LITTLEFIELD.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Christopher Littlefield. No. of bonds, 6 of 1,000 each, 1611, 1337, 1338, 1788, 2343, 2315, 5 of 500 each, No. 1285, 1585, 1396, 1076, 353. Denomination, ; 1st, $8,500; 2d, ; total, $8,500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1416 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Walter E. Darling, of Kennebunk, Maine, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 498; also No. 2673, denomination 1,000, with coupons Nos. 8 & 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) WALTER E. DARLING. [SEAL.]

Witness:
E. S. DARLING.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Walter E. Darling. No. of bonds, Nos. 2673 & 498. Denomination, $1,000 & 500; 1st, 1*st*, ; 2d, ; otal, $1,500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1417 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, J. A. Engdahl, of Boston, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 1 second-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000s, and numbered 736, with coupons 4, 5, 6, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) J. A. ENGDAHL. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, J. A. Engdahl. No. of bonds, 736. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1418 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, George M. T. Everett, of Lowell, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of two second-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 465, 466, with coupons 4 and 5 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) GEORGE M. T. EVERETT. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, George M. T. Everett. No. of bonds, 465, 466. Denomination, 1,000; 1st, ; 2d, 2; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1419 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Ira M. Conant, of Bridgewater, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of five second mortgage boud' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 467, 468, 469, 470, 471, with coupons attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) IRA M. CONANT. [SEAL.]

Winess:
H. J. BOARDMAN.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Ira M. Conant. No. of bonds, five. Denomination, 1,000; 1st, ; 2d, 467, 468, 469, 470, 471; total, 5,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1420 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, O. J. Duke, of Boston, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 2d-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 876, with coupons 4, 5, 6, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner

proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) O. J. DUKE. [SEAL.]

Witness:

S. M FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and upaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 25 Court street, Boston.

(Endorsed:) Petition No. 2. Name, O. J. Duke. No. of bonds, 876. Denomination, 1,000; 1st, ; 2d, 1; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1421 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Cha's E. Trail, of Frederick, M'd, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 5 2d-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 853, 854, 855, 856, 857, with coupons 4 & 5 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) CHA'S E. TRAIL. [SEAL.]

Witness:

SIL. M. DUFF.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Cha's E. Trail. No. of bonds, 853–857. Denomination, 1,000; 1st ; 2d, 5,000; total, 5,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1422 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, W'm H. Anderson, exec., of Lowell, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 2 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 23, 25, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) W'M H. ANDERSON, [SEAL.]
Executor est. Tho's Nesmith.

Witness:
A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, W'm H. Anderson, ex'r. No of bonds, 23, 25. Denomination, 500; 1st, 2; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1423 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, W'm H. Anderson, exec., of Lowell, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 3 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 717, 718, 719, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) W'M H. ANDERSON, [SEAL.]
Exec. est Tho's Nesmith.

Witness:
A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, W'm H. Anderson, exec. No. of bonds, 717, 718, 719. Denomination, 1,000; 1st, 3; 2d, ; total, 3,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1424 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, John M. Parker, of Fitzwilliam, N. H., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 153, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United Sta es court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A.V. Lynde, committee, in their circular issued in Boston Feb. 23, 1874.

(Signed) JOHN M. PARKER. [SEAL.]

Witness:

O. S. BROCK.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons. first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, J. M. Parker. No. of bonds, 153. Denomination, $1,000; 1st, first; 2d, ; total, $1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1425 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Company of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Joseph Wentworths, of Concord, N. H., respectfully state to you, as trustee of the 1st, 2d. and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 11 1,000 1st mortgage bond' of the Central Railroad Company of Iowa, denomination of 1,000s, and numbered 301, 302, 303, 305, 306, 307, 308, 309, 310, 311, & 312, with coupons Nos. 8 & 9 attached, past due & unpaid. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A.V. Lynde, committee, in their circular issued in Boston Feb. 23, 1874.

(Signed) JOSEPH WENTWORTHS. [SEAL.]

Witness:

G. L. NUTTER.

S. J. WENTWORTH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Joseph Wentworth. No. of bonds, 301, 302, 303, 305, 306, 307, 308, 309, 310, 311, 312. Denomination, 1,000; 1st, 11,000; 2d, ; total, 11,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1426 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, Thomas Elmendorf, of Red Hook, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of three first-mortgage bond' of the Central Railroad Company of Iowa, denomination , and numbered 1351, for $1,000; 617, for 500$, 1040, for $500; with coupons No. 8 & 9, to July 1, '73, inclusive, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A.V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) THOMAS ELMENDORF. [SEAL.]

Witness:

J. S. Crouse.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Thomas Elmendorf. No. of bonds, 1351 (1,000), 617 (500), 1040 (500). Denomination, 1, 1,000; 2,500; 1st, all; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1427 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, E. Q. Sylvester, of Hanover, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 2 first-mortgage bond' of the Central Railroad Company, of Iowa, denomination 500, and numbered 412, 413, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) E. Q. SYLVESTER. [SEAL.]

Witness:
E. S. SYLVESTER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first-mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, returned to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, E. Q. Sylvester. No. of bonds, 412, 413. Denomination, 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1428 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co., of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, L. F. Haney, of Boston, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of ten first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500 & 1,000, and numbered , with coupons attached, That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) L. F. HANEY. [SEAL.]

Witness:
J. H. BOARDMAN.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500, or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, L. F. Haney. No. of bonds, Denomination, 500 & 1,000; 1st, ; 2d, ; total, $10,000. Filed, October 11, 1875. Geo. B. Corkhill, clerk.

1429 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, E. Q. Sylvester, of Hanover, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2306, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) E. Q. SYLVESTER. [SEAL.]

Witness:
E. S. SYLVESTER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, E. Q. Sylvester. No. of bonds, 2306. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1430 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, George P. Davis, of Newton, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered , with coupons 8 & 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) GEO. P. DAVIS. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Geo. P. Davis. No. of bonds, . Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1431 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, T. W. Whiting, of Holbrook, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2567, with coupons 8, 9, attached That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) T. W. WHITING. [SEAL.]

Witness:
C. H. KILHAM.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, T. W. Whiting, No. of bonds, 2567. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1432 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, C. W. Stratton, of Leominster, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1087, 996, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) C. W. STRATTON. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, C. W. Stratton. No. of bonds, 996, 1057. Denomination, 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1433 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, A. W. Spencer, of Boston, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of eleven first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, with coupons No. 8, July, 1873, & No. 9, Jan'y, 1874, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) A. W. SPENCER. [SEAL.]

Witness:
J. T. WARDWELL.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, A. W. Spencer. No. of bonds, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924. Denomination, 1,000; 1st, 11,000; 2d, ; total, 11,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1434 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, William Savery, of South Craver, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 4 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500's, and numbered 52, 435, 437, 541, with coupons 8, 9, attached That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) W'M SAVERY. [SEAL.]

Witness:
W. C. ELLIS.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, William Savery. No. of bonds, 435, 437, 541, 52. Denomination, 500; 1st, 2,000; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1435 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Rufus P. Kingman, of No. Bridgewater, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination $500, and numbered 1753, with coupons 8, 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) R. P. KINGMAN. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Rufus P. Kingman. No. of bonds, 1753. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1436 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Rufus P. Kingman, of No. Bridgewater, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination $1,000, and numbered 398, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) RUFUS P. KINGMAN. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Rufus P. Kingman. No. of bonds, 398. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1437 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, S. P. C. King, of Peabody, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of three first-mortgage bonds of the Central Railroad Company of Iowa, denomination $1,000, and numbered 604, 1131, 1604, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States Court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) S. P. C. KING. [SEAL.]

Witness:
AMOS KING.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, S. P. C. King. No. of bonds, 604, 1131, 1604. Denomination, 1,000; 1st, 3; 2d, ; total, 3,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1438 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Oliver Bacon, of South Natick, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 4 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 673, 1673, 1670, 1671, with coupons 8, 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) OLIVER BACON. [SEAL.]

Witness:

S. M. FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Oliver Bacon. No. of bonds, 673, 1673, 1670, 1671. Denomination, 500; 1st, 2,000; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1439 *Bondholders' petition No. 2.*

To the Farmer's Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Robert D. Cook, of New Salem, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of six first-mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000s, 500s, and numbered 1295, 1296, 1,000s, (188, 189, 190, 744) 500s, with coupons 8, 9, 10, 11, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result inan adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) ROBERT D. COOK. [SEAL.]

Witness:

ASAHEL W. SAWYER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Robert D. Cook. No. of bonds, 1295, 1296, 188, 189, 190, 744. Denomination, 1,000, 500; 1st, 2, 1,000, 4,500; 2d, ; total, 4,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1440 *Bondholders' petition No.* 2.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, David Wing, of Somerset Mills, Me., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 8 first-mortgage bond, of the Central Railroad Company of Iowa, denomination 1,000, and numbered 346, 347, 416, 417, 418, 419, 420, 421, with coupons 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) DAVID WING. [SEAL.]

Witness:
GEOG. C. EATON.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street Boston.

(Endorsed:) Petition No. 2. Name, David Wing. No. of bonds, 346, 347, 416, 417, 418, 419, 420, 421. Denomination, 1,000; 1st, 8; 2d, ; total, 8000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1441 *Bondholders' petition No.* 2.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I. David Wing, of Somerset Mills, Me., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 472, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) DAVID WING. [SEAL.]

Witness:

GEOG' C. EATON.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000. numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, David Wing. No. of bonds, 472. Denomination, 500; 1st, 1; 2d, ; total, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1442 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: I, Ryer Heermans, of Nassau, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 3 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2555, 2556, 2559, with coupons Nos. 8, 9, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) RYER HEERMANS. [SEAL].

Witness:

EDWIN H. GRIFFITH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Ryer Heermans. No. of bonds, 2555, 2556, 2559. Denomination, 1,000; 1st, 3,000; 2d, ; total, 3,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1443 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Ryer Heermans, of Nassau, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 7 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 564, 1365, 1366, 1367, 1368, 1369, 1370, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) RYER HEERMANS. [SEAL.]

Witness:
EDWIN H. GRIFFITH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Ryer Heermans. No. of bonds, 564, 1365, 1366, 1367, 1368, 1369, 1370. Denomination, 500; 1st, 3,500; 2d, ; total, 3,500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1444 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Castle W. Herrick, of Nassau, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of three first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2147, 2148, 2149, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) CASTLE W. HERRICK. [SEAL.]

Witness:
EDWIN H. GRIFFITH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, C. W. Herrick. No. of bonds, 2147, 2148, 2149. Denomination, 1,000; 1st, 3,000; 2d, ; total, 3,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1445 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, John Rigney, of Wilmington, De'aware, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 495, first-mortgage, with coupons No. 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) JOHN RIGNEY. [SEAL.]

Witness:

S. B. McKEA.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, John Rigney. No. of bonds, 495. Denomination, 500; 1st, first mortgage; 2d, ; total, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1446 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, William R. Ham, of Red Hook, D. C., N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of three 1,000 mortgage bond' of the Central Railroad Company of Iowa, denomination first, and numbered 734, 2061, 2060, past due and unpaid coupons, first mortgage, No. 8 & 9, 2060, the 15 of July, 1873, with coupons 734, 15 day of July, attached, 1873, 2061, the 15 day July, 1873. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) WILLIAM R. HAM. [SEAL.]

Witness:

CATHAR'NE A. HAM.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, William R. Ham. No. of bonds, 734, 2060, 2061. Denomination, 1,000; 1st, 3,000; 2d, ; total, 3,000, Filed October 11 1875, Geo. B. Corkhill, clerk.

1447 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Milton Chaplin, of Fitzwilliam, N. H., respectfully state to you, as trustee' of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 690, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) MILTON CHAPLIN. [SEAL.]

Witness:

STEPHEN BATCHELLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Milton Chaplin. No. of bonds' 690. Denomination, $1,000; 1st, first; 2d, ; total, $1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1448 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, J. Proudfit Brown, of Pittsfield, Mass., respectfully state to you, as trustee' of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination $1,000, and numbered 1385, 625, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) J. PROUDFIT BROWN. [SEAL.]

Witness:
HARRY C. BROWN.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, J. Proudfit Brown. No. of bonds, 1385, 625. Denomination, 1,000; 1st, 2,000; 2d, ; total, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1449 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Lucius Faxon, of Abington, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of a first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1,105, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) LUCIUS FAXON. [SEAL.]

Witness:
L. W. FAXON.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Lucius Faxon. No. of bonds, 1105. Denomination, $500; 1st, 1; 2d, ; total, $500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1450 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Joseph Potter, of Westerly, R. I., respectfully state to you, as trustee' of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of eight first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2165 to 2172 inclusive, with coupons of July, 1873, & Jan'y, 1874, attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) JOSEPH POTTER. [SEAL.]

Witness:
J. B. FOSTER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Joseph Potter. No. of bonds, 2165, 2172. Denomination, 1,000; 1st, 8,000; 2d, ; total, 8,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1451 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Anna M. Parker, of Concord, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d, mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1727, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) ANNE M. PARKER. [SEAL.]

Witness:
H. W. PARKER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 25 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Anna M. Parker. No. of bond, 1727. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1452 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, John H. Clark of No. Chelmesford, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 580, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) JOHN H. CLARK. [SEAL.]

Witness:

B. F. CLARK.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, John H. Clark. No. of bond, 580. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1453 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, George A. Philbrick, of Seabrook, N. H., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2016, with coupons Nos. 8 & 9 attached, past due, and unpaid. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) GEO. A. PHILBRICK. [SEAL.]

Witness:

HELEN PHILBRICK.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9 Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Geo. A. Philbrick. No. of bonds, one, No. 2016. Denomination, one thousand; 1st mortgage, ; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1454 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co., of Iowa:

GENTLEMEN: I, Cha's S. Philbrick, of Seabrook, N. H., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1517 & 1336, with coupons Nos. 8 & 9 attached, past due & unpaid. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) CHA'S S. PHILBRICK. [SEAL.]

Witness:

HELEN PHILBRICK.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Cha's S. Philbrick. No. of bonds, two, Nos. 1517, 1336. Denomination, five hundred; 1st mortgage, ; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1455 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co of Iowa:

GENTLEMEN: I, Smith Griffith, of Nassau, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 2 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500s, and numbered #1351, #1352, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) SMITH GRIFFITH, [SEAL.]
By E. H. G., *Att'y.*

Witness:
EDWIN H. GRIFFITH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Smith Griffith. No. of bonds, 1351, 1352. Denomination 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1456 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, S. A. Logan, of Mineral Point, Cambira Co., Pa., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination $500, and numbered 1402, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustees, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued at Boston, Feb. 23, 1874.

(Signed) S. A. LOGAN. [SEAL.]

Witness:
M. A. SCOTT.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, S. A. Logan. No. of bonds, 1402. Denomination 500; 1st, one; 2d, ; total, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1457 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Jeremiah Link, of Nassau, Rens. Co., N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered #359, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and H. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) JEREMIAH LINK. [SEAL.]
By E. H. G., *Att'y.*

Witness:
CHARLES DOWNER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Jeremiah Link. No. of bonds, 359. Denomination 500; 1st, 500; 2d, ; total, 500. Filed October 11th, 1875. Geo. B. Corkhill, clerk.

1458 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Jeremiah Link, of Nassau, Rens. Co., N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, execut by the Central Railroad Company of Iowa, that I am the holder of on first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1868, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) JEREMIAH LINK. [SEAL.]
By E. H. G., *Att'y.*

Witness:
CHARLES DOWNER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Jeremiah Link. No. of bonds 1868. Denomination 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11th, 1875. Geo. B. Corkhill, clerk.

1459 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Ruth B. De Wolf, of Bristol, R. I., respectfully state to you as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1428, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) RUTH B. DE WOLF, [SEAL.]
By MARY P. CARR,
Attorney.

Witness:
J. G. WATSON.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Ruth B. De Wolf. No. of bond, 1428. Denomination, 1,000; 1st, 1,000; 2d ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1460 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Cha's E. Trail, of Frederick City, M'd, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of six 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000$, and numbered 2339, 2240, 2241, 2242, 2243, and 2244, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1874.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) CHAS. E. TRAIL. [SEAL.]

Witness:
SIL. M. DUFF.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Chas. E. Trail. No. of bonds, 2339, 2240, 2241, 2242, 2243, 2244. Denomination, 1,000; 1st, 6,000; 2d, ; total, 6,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1461 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, E. Konigmacher, of Ephrata, Lancaster Co., Pa., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of eleven 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination $1,000 each, and numbered 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1058, 2453, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) E. KONIGMACHER. [SEAL.]

Witness:
J. M. GROFF, M. D.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, E. Konigmacher. No. of bonds, 1025-1033, 1058 & 2453. Denomination, 1,000; 1st, 11,000; 2d, ; total, 11,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1462 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, Charles S. Nichols, of Salem, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of two 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1752, 1757, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) CHAS. S. NICHOLS. [SEAL.]

Witness:

C. C. AINSWORTH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Chas. S. Nichols. No. of bonds, 1752, 1757. Denomination, 500; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1463 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, Charles S. Nichols, of Salem, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2534, with coupons 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) CHARLES S. NICHOLS. [SEAL.]

Witness:

C. C. AINSWORTH.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Chas. S. Nichols. No. of bonds, 2534. Denomination 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1464 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, National Bank of Castleton, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 3 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered #917, #1869, #1870, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) EDWIN H. GRIFFITH, [SEAL.]
Cashier.

Witness:
CHARLES DOWNER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Nat'l B'k, Castleton, N. Y. No. of bonds, 917, 1869, 1870. Denomination 1,000; 1st, 3,000; 2d, ; total, 3,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1465 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Nat'l B'k of Castleton, N. Y., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 5 1st mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered #1360, #1361, #1362, #1463, #1668, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner

proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) EDWIN H. GRIFFITH, [SEAL.]
Cash.

Witness:
CHARLES DOWNER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Nat'l B'k, Castleton, N. Y. No. of bonds, 1360, 1361, 1362, 1363, 1668. Denomination, 500; 1st, 2,500; 2d, ; total, 2,500. Filed October 11, 1875. Geo. B. Corkhill, clerk

1466 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Mary P. Green, of Nassau, respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2150, with coupons Nos. 8 & 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) MARY P. GREEN,
By E. H. G., *Att'y.* [SEAL.]

Witness:
CHARLES DOWNER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Mary P. Green. No. of bonds, 2150. Denomination, 1,000; 1st, 1,000; 2d, ; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1467 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Sophie W. Dana, of Brookline, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of fourteen mortgage bond' of the Central Railroad Company of Iowa, denomination firsts, and numbered 1645, 1646, 1633, 1620, 1635, 1634, 1644, 1643, of 500s, 8; 2569, 2570, 354, 2573, 2537, 2184 of 1,000s, 6, with coupons all unpaid attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) SOPHIE W. DANA. [SEAL.]
Brookline, Mar. 31, 1874.

Witness:
H. B. HAYES.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Sophie W. Dana. No. of bonds, fourteen. Denomination, first,

500.		1,000.
1643	1646	2569
1633	'35	2570
1620		354
		2573
		2537
		2184

2d, ; total, 10,000. Filed October 11, 1875. George B. Corkhill, clerk.

1468 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: I, Aug. A. Hayes, of Brookline, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of fifteen mortgage bond' of the Central Railroad Company of Iowa, denomination 1sts, and numbered 2593, 2595, 2597, 2535, 2536, 2653, 2654, 2655, 2657 of 1,000, 1676, 1677, 1678, 1679, 1680 of 500, with coupons all unpaid attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) AUG. A. HAYES, [SEAL.]
Brookline, Mass., March 31, 1874.

Witness:
H. B. HAYES.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Aug. A. Hayes. No. of bonds, fifteen. Denomination, first,

500.		1,000.
1676	'80	2593
		2595
		2597
		2535
		2536
		2653
		2654
		2655
		2657

2d, ; total, 11,500. Filed October 11, 1875. Geo. B. Corkhill clerk.

1469 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: I, R. C. Johnson, of Belfast, Maine, respectfully state to you, as trustee' of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 2,000 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination $500, and numbered 1339, 1340, 1525, 1527, with coupons Nos. 8 and 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) R. C. JOHNSON. [SEAL.]

Witness:

A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, R. C. Johnson. No. of bonds, 1339, 1340, 1525, 1527. Denomination, 500; 1st, 2,000; 2d, ; total, [illegible]. Filed October 1 1875. Geo. B. Corkhill, clerk.

1470 *Bondholders' petition No.* 2.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: I, R. C. Johnson, of Belfast, Maine, respectfully state to you, as trustee' of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of 3,900 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 1971, 1972, 1974, with coupons Nos. 8 and 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Mones, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) R. C. JOHNSON. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date, and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, R. C. Johnson. No. of bonds, 1971, 1972, 1974. Denomination, 1,000; 1st, 3,000; 2d, ; total, 3,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1471 *Bondholders' petition No.* 2.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Willard A. Wight, of Natuck, Mass., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 1st-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 68, with coupons 8, 9 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committæe, in their circular issued in Boston, Feb. 23, 1874.

(Signed) WILLARD A. WIGHT. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, Willard A. Wight. No. of bonds, 68. Denomination, 500; 1st, 500; 2d, ; total, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1472 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

Gentlemen: I, T. W. Whiting, of Holbrook, , respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one second-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 526, with coupons 4 & 5 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) T. W. WHITING. [SEAL.]

Witness:

C. H. Kilhum.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No. 2. Name, T. W. Whiting. No. of bonds, 526. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1473 *Bondholders' petition No. 2.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: I, Daniel D. Perkins, of New Market, N. H., respectfully state to you, as trustee of the 1st, 2d, and 3d mortgage, executed by the Central Railroad Company of Iowa, that I am the holder of one 2nd-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered 474, with coupons 4 & 5 attached. That said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10th, 1873.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held in Des Moines, Iowa, in May next, as will result in an adjustment of all claims against said road, in manner

proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, 1874.

(Signed) DANIEL D. PERKINS. [SEAL.]

Witness:
S. N. FULLER.

Spaces to be filled consecutively with name, residence, number of bonds, first, second, or third, 500 or 1,000, numbers of each, numbers of coupons, date and witness.

Past due and unpaid coupons, first mortgage, Nos. 8 and 9. Past due and unpaid coupons, second mortgage, Nos. 4 and 5.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Petition No 2. Name, Daniel D. Perkins. No. of bonds, 474. Denomination, 1,000; 1st, ; 2d, 1,000; total, 1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1474 *Bondholders' petition No. 2.*

To the Farmers' Loan & Trust Company of New York, trustees of Central Railroad Company of Iowa:

GENTLEMEN: I, Russell Downer, of Castleton, New York, respectfully state to you, as trustees of the first, second, & third mortgage executed by the Central Railroad Company of Iowa, that I am the holders of six mortgage bonds of the Central Railroad of Iowa, denomination of $500, & numbered 1356, 1357, 1358, 1359, 1354, 1355, with coupons Nos. 8 & 9 attached; that said coupons are due and unpaid, the company having refused payment on the same.

I therefore solicit you, as trustees of the same, to commence such proceedings in the U. S. court, in Des Moines, Iowa, in May next as will result in an adjustment of all claims against said road in manner proposed by H. J. Boardman, Cha's Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, '74.

(S'g'd) RUSSELL DOWNER. [L. S.]

Witness:
EDWIN H. GRIFFITH.

(Indorsed:) Petition # 2. Russell Downer. 1354, 1355, 1356, 1475 1357, 1358, 1359. Denom., 500; 1sts, 6; total, $3,000. Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1476 *Bondholders' petition No. 2.*

To the Farmers' Loan & Trust Company of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, Frank P. Harder, of Castleton, N. Y., respectfully state to you, as trustee of the first, second, & third mortgage bonds executed by the Central Railroad Co. of Iowa, that I am the holder of one mortgage bonds of the Central Railroad of Iowa, denomination 1,000, and numbered 2234, with coupons Nos. 8 & 9 attached; that said coupons are due and unpaid, the company having refused payment on the same in a circular issued June 10, '73.

I therefore solicit you, as trustee, to commence such proceedings in the United States court, to be held at Des Moines, Iowa, in May, '74, as will result in the adjustment of all claims against said road, in

1477 manner proposed by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular issued in Boston, Feb. 23, '74.
(S'g'd) **FRANK P. HARDER.** [SEAL.]

Witness:
EDWIN H. GRIFFITH.

(Indorsed:) Petition # 2. Frank P. Harder. 2234. 1sts, 1,000; 1; total, $1,000. Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1478 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. Collins, of Brooklyn, N. Y., am the holder of first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 143 to 152, inclusive, & Nos. 1076, 1077, 2070; in all thirteen bonds.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874. New York, Oct. 2d, 1874.
(Signed) **GEO. COLLINS.** [SEAL.]

Witness:
A. L. HATCH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination, (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Geo. Collins. No., 13 bonds; denomination, 1,000; character, first mortgage; total amount, $13,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1479 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, E. L. Andrews, of Worcester, Mass., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1226 & 1532.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court, to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) E. L. ANDREWS. [SEAL.]

Witness:
M. F. ANDREWS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination, (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, E. L. Andrews. No., 2 bonds; denomination, 500; character, first mortgages; total amount, $1,000. A. L. Hatch, box 1065, P. O. N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1480 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. S. Hatch, of Astoria, L. I., am the holder of 19 firsts-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 73 to 80, incl., 96, 99, 1716, 1721, incl., 2190 to 2192, incl.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 24, 1874. The above bonds are held as collateral to cover cash loans to the co.

(Signed) A. L. HATCH. [SEAL.]

Witness:

ALF. P. BOLTER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination, (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, A. L. Hatch. No., 19 bonds; denomination, 1,000s; character, first mortgages; total amount, $19,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1481 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. W. Whitney, of Quincy, Mass., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 314, 531.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. W. WHITNEY. [SEAL.]

Witness:

C. H. KILHAM.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Geo. W. Whitney. No., 314, 531; denomination, 1,000; character, 2 1st; total amount, 2,000. Filed October 11th, 1875. Geo. B. Corkhill, clerk.

1482 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLMEN: Allow me to respectfully represent that I, Mary S. Peckham, of Poplar Ridge, N. Y., am the holder of 2 (two) mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 342 & 508.

That whereas the said company has failed to pay the coupons maturingon said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MARY L. PECKHAM. [SEAL.]

Witness:

EDWIN W. SEARINGS.

Spaces are to be consecutively filled with the name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Mary L. Peckham. No., 2 bonds; denomination, 500; character, first mortgage; total amount, 1,000. A. L. Hatch, 32 Pine st., P. O. box, 1065 N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1483 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Salmon Whitney, of Boston, am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination, 500, and numbered 1625.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from

July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SALMON WHITNEY. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Salmon Whitney. No., 1625; denomination, 500; character, firsts; total amount, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1484 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Lewis Fales, of Milford, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 152.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that, you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) LEWIS FALES. [SEAL.]

Witness:
A. CLARK FULLER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Lewis Fales. No., 152; denomination, 500; character, firsts; total amount, $500. Filed October 11th, 1875. Geo. B. Corkhill, clerk.

1485 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Jonas B. Davis, of Weatherfield, V't, am the holder of 2 $1,000 2d-mortgage bonds of the Central Railroad Company of Iowa, denomination 1000, and numbered 200, 909.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874. September 21, 1874.

(Signed) JONAS B. DAVIS. [SEAL.]

Witness:
L. N. BARNARD.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Jonas B. Davis. No., 5 bonds; denomination, 1,000; character, second mortgage; total amount, $2,000. A. L. Hatch, box 1065, P. O., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1486 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Salmon

Whitney, of Boston, am the holder of two seconds-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 247, 248.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and, further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SALMON WHITNEY. [SEAL.]

Witness:

A. CLARK FUL'ER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Salmon Whitney. No., 247, 248; denomination, 1,000; character, second; total amount, 2,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1487 *Bondholders' petition No.* 3.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, M'r's Jane A. Webber, of Albany, N. Y., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 245.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request [hold scrip until called for by "trust co.";] * and, further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) M'R'S JANE A. WEBBER. [SEAL.]

Witness:

A. L. HATCH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, M'r's Jane A. Webber. No., 1 bond, 245; denomination, 500; character, first mortgage; total amount, $500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1488 *Bondhlders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, David Walton, of London Grove, Chester Co., Pa., am the holder of five 1,000, one 500 1st-mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 501, 960, 961, 962, 963, 964.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) DAVID WALTON. [SEAL.]

Witness:

ROB'T L. PYLE.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

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*Words in brackets in lead-pencil on margin; other words erased.

(Endorsed:) Name, David Walton. No., 5 1,000, 1 500—5,000, 500; denomination, 1,000 & 500; character, first mortgage; total amount, $5,500. A. L. Hatch, 32 Pine st., box 1065, N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1489 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, D. A. Taylor, executor, of Brooklyn, L. I., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1313 & 1314.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) D. A. TAYLOR, [SEAL.]
Executor.

Witness:
J. H. TAYLOR.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, D. A. Taylor, executor. No., 2 b'ds; denomination, 500; character, first mortgages; total amount, $1,000. A. L. Hatch, 32 Pine st., P. O. box 1065, N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1490 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, E. W. B. Canning, of New York, am the holder of five first-mortgage bond' of the Central Railroad Company of Iowa, denomination 100, and numbered 2294–2298, inclusive.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) E. W. B. CANNING. [SEAL.]

Witness:

A. L. HATCH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, E. W. B. Canning. No., 5 bonds; denomination, 10,000; character, first mortg.; total amount, $5,000. A. L. Hatch, 32 Pine st., P. O. box 1065, N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1491 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Cha's H Glackenmyer, of Brooklyn, N. Y., am the holder of first-mortgage bond of the Central Railroad Company of Iowa, denomination 1000, and numbered 1242; also one first-mortgage bond $500, 21.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to

me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CHA'S H. GLACKENMYER. [SEAL.]

New York, Sept. 23, 1874.

Witness:

C. F. STAGG, New York City.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Cha's H. Glackenmyer. No., 1242 & 21; denomination, 1,000, 500; character, first mortg.; total amount, 1,500. A. L. Hatch, 32 Pine st., P. O. box 1065. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1492 *Bondholders petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Warren Brown, of Washington, D.C., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 320 & 374.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) WARREN BROWN. [SEAL.]

Witness:

C. J. HUTCHINS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Warren Brown. No., 2 bonds; denomination, 500; character, first mort.; total amount, $1,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1493 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: Allow me to respectfully represent that I, Sidney Tucker, of Middleborough, Mass., am the owner of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 352, the same having been stolen from town-safe.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Middleborough, Mass., July 25th, 1874.

(Signed) SIDNEY TUCKER. [SEAL.]

Witness:
C. B. WOOD.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Sidney Tucker. No., 1 bond; denomination, 500; character, first mort.; total amount, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1494 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa.

GENTLEMEN: Allow me to respectfully represen that I, L. N. Bartnard, of Springfield, Vt., am the holder of 6 1,000 & 3 500 first, 9 1,000 2d-mortgage bonds of the Central Railroad Company of Iowa, denomination , and numbered, 1st 1,000—1492, 2187, 1943, 2189, 2188, 1491; 500—689, 712, 1726; 2nd, 1000—516, 518, 924, 517, 343, 342, 344, 900, 520.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston Feb. 23, 1874.

Sept. 21, 1874.

(Signed) L. N. BARNARD. [SEAL.]

Witness:

E. W. BARNARD.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, L. N. Barnard. No., 18 bonds, 9 1st; 9 2nd; denomination, 1,000's & 500's; character, first mortgage; total amount, 7.500. Second mortgages, 1,000's, $9,000. A. L. Hatch, box 1065, N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1495 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. E. Linnell, of Norwich, C't, am the holder of first ($1,500) mortgage bonds of the Central Railroad Company of Iowa, denomination , and numbered 261 & 527.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. E. LINNELL. [SEAL.]

Witness:

E. H. LINNELL.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, J. E. Linnell. No., 2 bonds; denomination, 1,000 & 500; character, first mort.; total amount, $1,500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. C. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1496 *Bondholders' petition No.* 3.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Eunice Washburn, of Middleboro', Mass., am the owner of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1432; the same was stolen from town safe.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons: .

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Middleburrough, Mass., July 25, 1874.

(Signed) EUNICE WASHBURN. [SEAL.]

Witness:

SIDNY TUCKER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, Eunice Washburn. No., 1 bond; denomination, first mortgage; character, ; total amount, 500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1497 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Edw'd A. Turpin, of Philadelphia, am the holder of a first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1410.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) EDW'D A. TURPIN. [SEAL.]

Witness:

J. L. ERRINGER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Edw'd A. Turpin. No., 1 bond; denomination, 500; character, first mortgage; total amount, 500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1498 *Bondholder's petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, S. S. Shultz, of Danville, Pa., am the holder of four mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 391, 393, 833, & 835.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip-interest as above stated, has released the bondholders and authorized them to withdraw their coupons.

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. Court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) S. S. SHULTZ. [SEAL.]

Witness:

F. C. EEYER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d denomination—500 or 1,000—numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, S. S. Shultz. No. , 4 bonds; denomination, 500; character, first mortgage. Total amount, $2,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. C. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1499 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Clara D. Berry, of Concord, N. H., am the holder of one first mortgage bond of the Central Railroad of Iowa, denomination 500, and numbered 31.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip-interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. Court to be held at Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CLARA D. BERRY. [SEAL.]

Witness:

L. D. STEVENS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d denomination—500 or 1,000—numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Clara D. Berry. No., 31; denomination, first mortgage; character, 500. Total amount, $500. A. L. Hatch, 32 Pine st., P. O. box, 1065, N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1500 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co., of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. W'm Stoddart, of Rahway, N. J., am the holder of 7 1,000 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2411, 1477, 2245, 1476, 2412, 2246, 1478.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip-interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. Court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. H. STODDART. [SEAL.]

Witness:

A. L. HATCH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d denomination—500 or 1,000—numbers of each, date, witness.

When signed, return to—

(Endorsed:) Geo. W'm Stoddart. No., 7 bonds; denomination, 1,000; character, first mortgage. Total amount, $7,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1501 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, H. W. Barrows, of Newport, R. I., am the holder of 2 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 22 & 571, respectively.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874. Newport, Sep. 17, 1874.

(Signed) H. W. BARROWS. [SEAL.]

Witness:
C. M. WILLARD.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, H. W. Barrows. No. 2, bonds; denomination, 500; character, first mortgage; total amount, $1,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1502 *Bondholders' petition No. 3.*

To the Farmer' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

Gentlemen: Allow me to respectfully represent that I, C. M. Willard, of Newport, R. I., am the holder of three first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered, respectively, 142, 144, 572.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874. Newport, Sept. 17th, 1874.

(Signed) C. M. WILLARD. [SEAL.]

Witness:

C. E. BARROWS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, C. M. Willard. No., 3 bonds; denomination, 500; character, first mortgage; total amount, $1,500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. City. Filed October 11, 1875. George B. Corkhill, clerk.

1503 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Milo R. Eames, of Buffalo, N. Y., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1000, and numbered 1579.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by

H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MILO R. EAMES. [SEAL.]

Witness:

H. M. EAMES.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Milo R. Eames. No., 1 bond; denomination, 1000; character, first mortgage; total amount, $1,000. A. L. Hatch, 32 Pine st., N. Y., P. O. box 1065. Filed October 11, 1875, Geo. B. Corkhill, clerk.

1504 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Catharine P. Fuller, of West Haven, Conn., am the holder of 1 first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 355.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding proceess proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston Feb. 23, 1874.

(Signed) CATHERINE P. FULLER. [SEAL.]

Witness:

THEO. O. BARRETT.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Catharine P. Fuller. No., 1 bond; denomination, 500; character, first mortgage; total amount, $500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1505 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustee of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Sarah Willard, of Worcester, Mass., am the holder of 1 first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 143.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalments of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held at Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Worcester, Mass., September 21st, 1874.

(Signed) SARAH WILLARD. [SEAL.]

Witness:

SAMUEL SMITH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination, (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Sarah Willard. No., 1 bond; denomination 500; character, first mortgage; total amount, $500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1506 (Scrip No. 244.)

Bondholders' petition No. 3.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Lydia B. Pease, of Brooklyn, N. Y., am holder of first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 244.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) LYDIA B. PEASE. [SEAL.]

Witness:
E. H. PEASE.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Lydia B. Pease. No., 1 bond; denomination, 500; character, first mortgage; total amount, $500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1507 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Joel S. Marsh, of Springfield, Mass., am the holder of $5,000 mortgage bonds of the Central Railroad Company of Iowa, denomination 1st mort., and numbered, $500, Nos. 1685, 1687, 1684, 1185, 569, 1681, 466, & 465; $1,000, No. 2571.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOEL S. MARSH. [SEAL.]

Witness:
CHA'S S. MARSH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination, (500 or 1,000) numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Joel S. Marsh. No., 9 bonds; denomination first mortgage; character, 1, 1,000s, & 8, 500s; total amount, $5,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1508 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Joseph B. Cormings, of Cornish, N. H., am the holder of two mortgage bond' of the Central Railroad Company of Iowa, denomination second, and numbered 537 & 219, fifteenth day of April, 1871.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOSEPH B. CORMINGS. [SEAL.]

Witness:

A. BURNAP.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Joseph B. Cormings. No., 2 bo'ds 537, 219; denomination, 1,000; character, 2d mortgage; total amount, $2,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1509 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, James Willits, of Glen Cove, Long Island, am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination $1,000, and numbered 2278, 2279.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the procees of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JAMES WILLITS. [SEAL.]

Witness:

JOHN DITMAS, Ju'r.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, James Willits. No., 2 bonds; denomination; 1,000; character, first mortgage; total amount, $2,000. A. L. Hatch, P. O. Box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1510 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Andrew T. Veeder, of Schenectady, N. Y., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 837 & 838.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the procees of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to

me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ANDREW T. VEEDER, [SEAL.]

Witness:

AB'M DOTY.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Andrew T. Veeder. No., 2 bonds; denomination, 500; character, first mortgage; total amount, $1,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1511 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, W'm Chrisler, of Schenectady, N. Y., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 620, 1,000 each; 42, 500 do.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceeding in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) W'M CHRISLER. [SEAL.]

Witness:

AB'M DOTY.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, W'm Chrisler. No., 2 bonds; denomination, 1,000 & 500s; character, first mortgage; total amount, $1,500. A. L. Hatch,

P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1512 *Bondholders' petition No.* 3.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Ab'm O. Cute, of Schenectady, N. Y., am the holder of 5 first-mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 531, 561, 443836, 8363, $500 each; 2370, $1,000 each.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ABRAM O. CUTE. [SEAL.]

Witness:
AB'M DOTY.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Abram O. Cute No., 5 bonds; denomination, 1,000 & 500s; character, first mortgage; total amount, $3,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1513 *Bondholders' petition No.* 3.

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Esle Banker, of Schenectady, N. Y., am the holder of 9 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 1, 1775, 1847, 1848, 1849, 27233, $1,000 each; 1714, 1715, 17163, $500 each.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) ESLIE BANKER. [SEAL.]

Witness:

AB'M DOTY.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Eslie Banker. No., 9 bonds; denomination, 1,000 & 500s; character, first mortgage; total amount, $7,500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1514 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Ab'm Doty, of Schenectady, N. Y., am the holder of 46 first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000 & 500, and numbered 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2489, of each 1,000; 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, of each 500.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) AB'M DOTY. [SEAL.]

Witness:
J. G. L. ACKERMEN.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Abram Doty. No., 46 bonds; denomination, 1,000 & 500s; character, first mortgages; total amount, $36,000. A. L. Hatch, P. O. Box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1515 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, C. C. Gilman, of Eldora, Iowa, am the holder of one mortgage bond of the Central Railroad Company of Iowa, denomination 1000, and numbered 2309.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) C. C. GILMAN. [SEAL.]

Witness:
A. L. HATCH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, C. C. Gilman. No., 2309; denomination, 1,000; character, 1st mort.; total amount, 1,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1516 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Rev. J. H. Noble, of Johnsonville, N. Y., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 1,000, and numbered

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest, as above stated, has released the bondholders and authorized them to withdraw their coupons.

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held at Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. H. NOBLE. [SEAL.]

Witness:
J. R. CHENY.
Johnsonville, Sep. 24th, 1874.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Rev. J. H. Noble. No., 1 bond; denomination, 1,000; character, first mortgage; total amount, $1,000. P. O. box 1065, 32 Pine st., N. Y. A. L. Hatch. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1517 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Clinton W. Weatherbee, of Middletown, Conn., am the holder of $500.00 mortgage bond of the Central Railroad Company of Iowa, denomination first, and numbered 1434.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated, has released the bondholders and authorized them to withdraw their coupons.

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) C. W. WEATHERBY. [SEAL.]

Witness:

FRANK B. WEEKS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Clinton W. Weatherbee. No., 1 bond; denomination, 500's; character, first mortgage; total amount, $500. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1518 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Jas. S. Watson, of Philad'a, am the holder of one mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1135, for five hundred dollars.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing, July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons.

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the

results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JAS. S. WATSON, [SEAL.]
1229 N. Broad st.

Witness:
JAS. S. WATSON, J'R.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Jas. S. Watson. No., 1 bond; denomination, 500; character, first mortgage; total amount, 500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1519 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John Cromwell, of Moodna, N. Y., am the holder of five (5) first mortgage bonds of the Central Railroad Company of Iowa, denomination 1,000, and numbered 2375, 2376, 2377, 2378, and 2379.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JOHN CROMWELL. [SEAL.]

Witness:
ELIZABETH CROMWELL.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, John Cromwell. No., five; denomination, $1,000; character, first mort.; total amount, 5,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1520 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, J. J. Dana, of Hinsdale, Mass., am the holder of a first-mortgage bond of the Central Railroad Company of Iowa, denomination 1000, and numbered six hundred & twenty-four.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1872, to July, 1872, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) J. J. DANA. [SEAL.]

Witness:

PHILLIP M. WALES.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, J. J. Dana. No., 1 bond; denomination, 1,000; character, first mortgage; total amount, $1,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1521 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Capt. Theo. A. Barrett, of West Haven, Conn., am the holder of twelve 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 1000, and numbered 2207 and 2218, inclusive.

That whereas the said company has failed to pay the coupons maturing on said bonds since, and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W.

H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) CAPT. THEODORE A. BARRETT. [SEAL.]

Witness:

GEORGE P. ATWILL.
HERMAN ATVILL.

Sept. 18, 1874.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Capt. Theo. A. Barrett. No., 12 bonds; denomination, 1,000; character, first mortgage; total amount, $12,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1522 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees for the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Geo. W. Wright, of Chester, Mass., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 1276.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) GEO. W. WRIGHT. [SEAL.]

Witness:

O. F. ELEY.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Geo. W. Wright. No., 1276; denomination, $500; character, first mortgage; total amount, $500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. C. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1523 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, John N. Williams, of Athol, Wor. Co., Mass., am the holder of 3 mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, and numbered 655, 854, 856, 2 of 500, numbered 135, 270.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

Athol, Sept. 17, 1874.

(Signed) JOHN H. WILLIAMS. [SEAL.]

Witness:

W'M H. PUFFER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed) Name, John H. Williams. No., 5 bonds; denomination, 3 1,000 & 2 500; character, first mortgage; total amount, $4,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. C. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1524 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Morgan Washburn, of Brooklyn, am the holder of three first-mortgage bond' of the Central Railroad Company of Iowa, denomination 2,500, and numbered 259 & 358 & 20, making $2,000 in all, one of $1,000.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next May term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MORGAN WASHBURN. [SEAL.]

Witness:

LANUS O. FRIEL.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Morgan Washburn, No., 3 bonds; denomination, 1 1,000 & 2 500s; character, first mortgage; total amount, $2,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. C. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1525 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Siloam S. Spalding, of Cornish, N. H., am the holder of one mortgage bond of the Central Railroad Company of Iowa, denomination second, and numbered 925 and $1,000, fifteenth day of April, 1871.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to

me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) SILOAM S. SPALDING. [SEAL.]

Witness:

A. BURNAS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, returned to—

(Endorsed:) Name, Siloam S. Spaulding. No., 1 b'd, 925; denomination, 2d mortgage; character, $1,000; total amount, $1,000. A. L. Hatch, box 1065, P. O. N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1526 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, O. Elliott Bacon, of Brooklyn, L. I., am the holder of one first-mortgage bond of the Central Railroad Company of Iowa, denomination 500, and numbered 134.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) A. ELLIOTT BACON. [SEAL.]

Witness:

THOMAS J. CLARKE.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, A. Elliott Bacon. No., 1 bond, 134; denomination, 500s; character, first mortgage; total amount, $500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1527 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, James Little, of Middletown, am the holder of one mortgage bond of the Central Railroad Company of Iowa, denomination $500, and numbered 484.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) JAMES LITTLE. [SEAL.]

Witness:
W'M EVANS.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, James Little. No., one; denomination, 500s; character, 1st mortgage; total amount, 500. A. L. Hatch, P. O. box 1065, 54 William st., N. Y. City. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1528 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Walter H. Smith, of Newberg, N. Y., am the holder of two first-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000, 500, and numbered 2237 & 151, 500, 1,500 in all.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) WALTER H. SMITH. [SEAL.]

Witness:

A. L. HATCH.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Walter H. Smith. No., 2 bonds; denomination, 1,000s and 500s; character, first mortgage; total amount, $1,500. A. L. Hatch, P. O. box 1065, 54 William st., New York. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1529 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Marg'ret H. Jamar, of Elkton, *Coal* Co., M'd, am the holder of two mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 593 and 594 (five hundred and ninety-three & five hundred and ninety four).

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding process proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the

results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) MARGARET H. JUMAR. [SEAL.]

Witness:

ELLEN I. BROUGHTON.

JNO. H. JUMAR.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination, (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Margaret H. Jamar. No., 2 b'ds, Elkton; denomination, 800s; character, first mortgage; total amount, $1,000. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1530 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, Henry N. Merwin, of Garrettsville, am the holder of five 1st-mortgage bond' of the Central Railroad Company of Iowa, denomination 500, and numbered 1444 to 1448 inclusive.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. court to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874.

(Signed) HENRY N. MERWIN. [SEAL.]

Witness:

B. N. MERWIN.

JAMES R. THORNE.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to—

(Endorsed:) Name, Henry N. Merwin. No. 5 bonds; denomination, 500; character, first mortgage; total amount, $2,500. A. L. Hatch, P. O. box 1065, 32 Pine st., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1531 *Bondholders' petition No. 3.*

To the Farmers' Loan and Trust Co. of New York, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: Allow me to respectfully represent that I, A. L. Hatch, of Astoria, L. I., am the holder of 58 second-mortgage bond' of the Central Railroad Company of Iowa, denomination 1,000s, and numbered 708 to 715, inclusive, 843 to 851, incl., 886 to 896, incl., 345 to 350, incl., 411 to 420, incl., 456 to 550, incl., 659 to 667, all inclusive.

That whereas the said company has failed to pay the coupons maturing on said bonds since and including that maturing July 15, 1873; and

Whereas the said company has now failed to pay the instalment of interest due on the first day of July, 1874, upon the scrip issued in the process of funding the coupons upon said bonds for two years, from July, 1873, to July, 1875, inclusive, in pursuance of a circular issued by Isaac M. Cate, president, and Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, under date of June 10th, 1873; and

Whereas, by the terms of the contract under which said funding procees proceeded, the failure to meet said scrip interest as above stated has released the bondholders and authorized them to withdraw their coupons:

Now, therefore, I respectfully request that you shall at once return to me the coupons in your hands belonging to my said bonds; and further, that you, as trustee, at once institute such proceedings in equity, at the next term of the U. S. cout to be held in Des Moines, as will secure the results recommended by H. J. Boardman, Charles Alexander, and A. V. Lynde, committee, in their circular dated Boston, Feb. 23, 1874. The above bonds were held as collateral to cover cash loans to the Co.

(Signed) A. L. HATCH. [SEAL.]

Witness:

ALF. P. BOLTER.

Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st or 2d, denomination (500 or 1,000), numbers of each, date, witness.

When signed, return to H. J. Boardman, chairman, 35 Court street, Boston.

(Endorsed:) Name, A. L. Hatch. No., 58 bonds; denomination, 1,000; character, second mortgage; total amount, $58,000. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1532 ($3,000 first, $7,000 second.)

CONSTABLEVILLE, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 3 first & 7 2d mortgage bonds of the Central Railroad Company of Iowa (Nos. of first, 250, 797, 798; 3 of this class; Nos. of second do., 7 in no., 109, 110, 113, 114, 121, 122, 128; 7 of 2d), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JA'S C. DUFF.

(Endorsed:) All bonds, $1,000 each; 1st mortg., 3,000; 2d mortg., 7,000. Filed Oct. 11, 1875. George B. Corkhill, clerk.

(5,000 first, 1,000 second.)

UTICA, N. Y., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1803, 1802, 1804, 1864, 1865, $1,000 each, total, $5,000 first mortg.; and second-mortg. bond $1,000, No. 126), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES DUTTON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1533 ($1,500 firsts.)

PORTLAND, MAINE, *July 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1672 of $1,000; 1562 of $500; amounting to $1,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'r's ESTHER A. DRUMMOND.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($11,000 first.)

BANGOR, M'E, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1501 to 1511 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LESTER DWINEL,
Guardian.
FRED. W. HILL.
FRED. W. HILL,
Guardian.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1534 ($3,000 first.)

PORTLAND, *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 69 for $1,000; Nos. 1975 for $1,000; Nos. 2028 for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M G. DAVIS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1535 (Endorsed:)

I, the undersigned, on oath say that I am the owner of the within-named bonds.

W'M G. DAVIS.

PORTLAND, M'E, *August* 19, 1875.

Before me,
[SEAL.] CHA'S W. FORD,
Notary Public.

1536 ($10,000 firsts.)

DOVER, N. H., *Aug.* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 2219 to 2228, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANDREW H. YOUNG,
President Dover Five-Cent Savings Bank.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1537 (Endorsed:)

The undersigned, on oath, say: That I am president of the Dover Five-Cent Savings Bank, & that said bank is the owner of the within-named bonds.

ANDREW H. YOUNG.

Subscribed and sworn to this 16th day of Aug., 1875.
[SEAL.] CALVIN HALL,
Notary Public.

1538 (1,500$ firsts.)

KENNEBUNK, ME., *July* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2673, 1,000$; 498, 500$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WALTER E. DARLING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($1,000 firsts.)

BANGOR, ME., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 1308, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES DAVIS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

($500.)

NEW YORK, *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (No. 1291, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. H. LESTER,
By CHARLES W. HASSLER,
Att'y in Fact.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1539 Know all men by these presents, that I, W. H. Laster, of West Alexander, Washington Co., Penn'a, being the holder and owner of one of the first-mortgage bonds of the Central Railroad of Iowa, of $500, with coupons numbered 8, 9, 10, due and unpaid, and attached thereto, and which bond is numbered respectively as follows, viz., 1291, have made, constituted, and appointed, and do hereby make, constitute, and appoint Charles W. Hassler my attorney and agent, for me, in my name, place, and stead, to vote as my proxy at any meeting or meetings of the holders of said bond', on any questions which may arise, and to cast the number of votes which I would be entitled to cast if personally present, and generally to perform any act or acts in relation thereto; and further, to represent me in any purchase which said bondholders or a majority in interest of them may make of said mortgaged premises and franchises for the purpose of reorganization or
1540 otherwise, and to use any of my said bond and coupons in payment pro rata in making such purchase, and to do all things necessary and proper for the purpose of such reorganization, and to represent me upon all occasions upon which the necessity for action may arise or upon which action may be expedient to be taken to promote my interest as the holder of said bond, and to take such action and make such use and disposition of said bond on all such occasions as to my said attorney may seem proper and conducive to my interests as the holder thereof, hereby ratifying what my said attorney may lawfully do by virtue hereof.

In witness whereof I have hereunto set my hand and seal this 17th day of Aug., 1874.

(S'g'd) W. H. LESTER. [L. S.]

Witness:
JOEL TRUESDELL.

1541 ($500 first.)

CANTON, N. Y., *Sept. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa, Nos. 750, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHEBE C. HILL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($2,000 first.)

BOSTON, *Sept. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 1570, of $1,000, 1495 & 1500, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN H. EVERETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1542 ($3,000.)

STAMFORD, C'T, *5th Oct.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2413, 2414, 2415, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S M. HOLLY.
G. W. GLENDINING,
Att'y.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($1,000 first.)

EXETER, M'E, *Oct. 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2635, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S H. HAYES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1543 (2,500 firsts.)

UNIONVILLE, CONN., *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 125, of $500, 560, and 1,051, of $1,000 each),

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANGELINE E. HILL.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(500 first.)

CANTON, N. Y., *Sept. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 752), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARTHA A. HILL.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1544 ($2,000.)

PETERBOROUGH, N. H., *Aug. 26th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 3 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 951, for one thousand dollars, and 269 & 1,669, for five hundred dollars each), with coupons attached, from and including No. 7, due January, 1873; and of the receipts of the Farmers' Loan & Trust Co. of New York, trustee for the same, which receipts are in my hands (Nos. 350 & 351), dated July 7, 1875, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

NATHANIEL HOLMES (of S't Louis, M'o),
Agent of Samuel W. Nichols, Adm'r of
Fanny M. P. Holmes, dec'd.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($6,500 first.)

BOSTON, *July 26th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of nine (9) mortgage bonds of the Central Railroad Company of Iowa (Nos. 1476, 1510, 1530, 1682, 1683, of $500 each; Nos. 1752, 1753, 2394, 2754, of 1,000 each, all first-mortgage bonds, and amounting to sixty-five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GREENVILLE HOVEY.

(Endorsed :) Deposited with Farmers' Loan & Trust Co., N. Y. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1545 (10,000$ firsts.)

NEWINGTON, N. H., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1871 to 1878 inclusive, 2180 of 1,000$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANKLIN DAVIS.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

($500 firsts.)

POUGHKEEPSIE, N. Y., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 734, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHAS. L. DATES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1546 THE NATIONAL BANK OF COXSACKIE,
(S. A. Dwight, cashier,) *Coxsackie, N. Y., Oct.* 1, 1875.

H. J. BOADMAN, Esq.

D'R SIR: Yours 30 ult. rec'd. M'r Hollester's bonds are numbered 2276, 2277; change the "2" into "7," and the number will be correct.

Resp. yours,

S. A. DWIGHT, *Cas.*

1547 ($2,000 first.)

COXSACKIE, N. Y., *Aug.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 2276, 2277, one thousand dol's each, first m't'g bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M H. HOLLISTER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

Witness:
S. A. DWIGHT.

1548 ($2,000 firsts.)

MARBLEHEAD, *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $2,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1406, 1204, 1103, 1486, $500 bond each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WM. HAMMOND.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1549 ($2,500 first.)

FITCHBURG, MASS., *Aug. 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 947 & 948, of $1,000 each; 377, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SILAS W. HUTCHINSON.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($1,500 firsts.)

DUDLEY, MASS., *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 336, of one thousand dollars; No. 160, of five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WALDO M. HEALY.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1550 ($2,000 firsts.)

CHESHIRE, MASS., *Aug. 25th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 35, 2105, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ADAM HARKNESS.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($2,000 first.)

CHESHIRE, MASS., *Aug. 25th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2106, of $1,000; 725 & 726, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

NATHAN HARKNESS.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1551 ($5,000 first.)

CAZENOVIA, N. Y., *10th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2541 @ 2545, of $1,000 each, five thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MILO C. HILL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($500 first.)

DENNIS, MASS., *July 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 500$ 1st-mortgage bonds of the Central Railroad Company of Iowa (No. 635), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MOSES HOWES.

Residence & p. o. address, Dennis, Mass.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1552 ($12,500 first.)

BROOKLINE, MASS., *Sept. 15th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2593, 2595, 2597, 2535, 2536, 2653, 2654, 2655, 2656, 2657, of 1,000 doll's each; 1676 to 1680, inclusive, of 500 doll's each; 12,500 in all; deposited with Farmers' Loan & Trust Co.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

AUG. A. HAYES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($10,000 firsts.)

TROY, N. Y., *Aug. 19th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 626, 627, 628, 629, 981, 982, 983, 984, 985, and 986, of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARGARET R. HICKS.

Witness:
CHA'S R. HICKS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1552½ ($4,500 first.)

New York, *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of six mortgage bonds of the Central Railroad Company of Iowa (Nos. 2748, 2749, & 2757, $1,000 each, Nos. 1667, 1797, & 1798, 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CAROLINE GARDNER,
By CHARLES W. HASSLER,
Att'y in fact.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1553 Know all men by these presents that I, Caroline Gardner, of
Rochester, State of New York, being the holder and owner of
forty-five hundred dollars of the first-mortgage bonds of the Central
Railroad of Iowa, three of one thousand each, numbered 2748, 2749,
2751, & three of $ five hundred each, with coupons, numbered ,
due and unpaid and attached thereto, and which bonds are numbered
respectively as follows, viz: Nos. 2748, 2749, & 2751 of $1,000 each;
Nos. 1667, 1797, & 1798, of $500 each, have made, constituted, and appointed,
and do hereby make, constitute, and appoint Charles W.
Hassler, my attorney and agent for me in my name, place, and stead,
to vote as my proxy at any meeting or meetings of the holders of said
bonds, on any questions which may arise, and to cast the number
of votes which I would be entitled to cast if personally present, and
generally to perform any act or acts in relation thereto; and further
to represent me in any purchase which said bondholders or
1554 a majority in interest of them may make of said mortgaged
premises and franchises for the purpose of reorganization or
otherwise, and to use any of my said bonds and coupons in payment
pro rata in making such purchase, and to do all things necessary
and proper for the purpose of such reorganization, and to represent
me upon all occasions upon which the necessity for action may arise, or
upon which action may be expedient to be taken to promote my interest
as the holder of said bonds, and to take such action and make such
use and disposition of bonds on all occasions as to my said attorney
may seem proper and conducive to my interests as the holder thereof,
hereby ratifying what my said attorney may lawfully do by virtue
hereof.

In witness whereof I have hereunto set my hand and seal this thirty-first day of July, 1874.

(Signed) CAROLINE GARDNER. [L. S.]

Witness:

J. F. Quinby.

1555 ($5,000 firsts.)

Bristol, R. I., *Aug. 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa, Nos. 1266, 1267, 1268, 1269, and 1270, for $1,000 each, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'R's E. W. GINTER, *As Adm'x.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($2,000 first.)

COILA, N. Y., *20th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 57, 58, 59, & 60, of five hundred dollars each, two thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY GORDON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1556 ($1,000.)

YORK, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 530, $1,000, deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALANSON GILMORE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($500 firsts.)

YORK, N. Y., *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 567 for $500, deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JABEZ GODDARD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1557 (1,000 first.)

TROY, N. Y., *Sept.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one 1st-mortgage bond*s* of the Central Railroad Company of Iowa (No. 468, of the denomination of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DASCOM GREEN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($500 first.)

WEST CHARLTON, N. Y., 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (*Nos.* one five hundred first-mortgage bond, No. 686), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALEXANDER GILCHRIST.

(Endorsed:) Mail to G. E. Taintor, 20 Broad st., New York. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1558 ($2,000 first.)

NEW BRAINTREE, MASS., *July* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of three first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 913, $1,000; 905, $500; 754, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BENJM. F. HAMILTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(1,000 first.)

GARDNER, MAINE, *August* 16*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 2302 ,of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. B. HOSKINS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1559 (Endorsed:)

I, the undersigned, on oath, say that I am the owner of the within-named bond.

(S'g'd) H. B. HOSKINS.

Acknowledged before me this sixth day of Aug., 1875.

[SEAL.] GEO. F. ADAMS,
Notary Public.

1560 ($4,000 first.)

LEOMENSTER, MASS., *Sept.* 30*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1540, 1541, 1542, and 1543, of $1,000 each),

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LOUISA S. HOWLAND.
CLARENCE KENNY, *Att'y.*

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(4,000 1st.)

MACHIAS, *Sept. 3d*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder' of first-mortgage bonds of the Central Railroad Company of Iowa :

Nos. 1024 and 878 of $1,000 each	$2,000
And of Nos. 942 and 1589 of $500 each	1,000
And of Nos. 841 and 1619 of $500 each	1,000
	$4,000

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WARREN HILL.
SOPHIA HILL.
CAROLINE HILL.

(Endorsed :) 1024, 878, 942, 1589, 841, 1619. Filed October 11, 1875. Geo. B. Corkhill, clerk.

1561 (1,000$ first.)

SOUTHAMPTON, LONG ISLAND, *Aug.* 11, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of 2 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 327, for $500; do. 488 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EMMA J. HUNTING.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

Hassler please forward to committee.

($2,000 first.)

EAST MEDWAY, MASS., *July 10th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of four first-mortgage bonds of $500 each of the Central Railroad Company of Iowa (Nos. 298, 584, 588, and 586), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. N. HIDDEN.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1562 **$2,000 first.**

PORTLAND, MAINE, *Sep. 28th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1866 & 2588, for one thousand each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD HASTY,
West Gorham, Me.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk,

1563 (Endorsed:)

I, the undersigned, say on oath that I am the owner of the within-named bonds.

(S'g'd) EDWARD HASTY.

PORTLAND, M'E, *Sept.* 27, 1875.

Before me.
[SEAL.]

CH'S W. FORD,
Notary Public.

1564 **$3,000 firsts**

RED HOOK, N. Y., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 3 first 1,000 mortgage bonds of the Central Railroad Company of Iowa (Nos. 2060, 2061, 734, of 1,000$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM R. HAM.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 first.

STOCKBRIDGE, MASS., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2746), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FERDINAND HOFFMAN.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

1565 **$500 firsts.**

AUGUSTA, M'E, *July 22d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 409, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. C. HATCH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

$1,500.

KENNEBECK, *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (viz, one bond of $1,000, number 1881, one bond of $506, number 750), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DANIEL HILL,
By his agent, CHRISTOPHER LITTLEFORD.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

1566 $1,000 firsts.

BEVERLY, MASS., *July* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 33 & 34, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELI W. HARRINGTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2,000$ first.

BEVERLY, MASS., *July* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 312, 313, 615, and 1140, of 500$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PERKINS HASKELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1567 $4,000 firsts.

CLINTON, N. Y., *Sept.* 1, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 671, 818, 819, & 820, $1,000 each, $4,000), approves of the compromise measure recommended by the Boston and

New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. S. HARDING.

In presence of—
P. V. ROGERS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

BANGOR, ME., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 602, 603, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. R. HOLT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1568 $23,000 firsts.

HEMPSTEAD, N. Y., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 268 to 290, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC HYDE, J'R.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 firsts.

ANNAPOLIS, M'D, *Aug't* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1683, 1684, 1685, of $1,000 each; 1371, 1372, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. HEATH, *F. M. B.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1569 $2,000 first.

STUYVESANT, 27 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of -mortgage bonds of the Central Railroad Company of Iowa (Nos. 919 and 920), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. H. HENDORER, *Ex'r of, &c.*,
Of J. T. HENDORER, *Dec'd.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

[illegible] 500$ first.

MIDDLETOWN, *July* 21*st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (*Nos.* 27, denomination, $500.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES N. HOUSTON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1570 MIDDLETOWN, N. Y., *Aug.* 21*st*, 1875.

M'r CATE:

DEAR SIR: The number of my bond is 27, first mortgage. It was my mistake when I sent you the No. 72. 27 is the No. correct, &c.

Yours, truly,

JA'S N. HOUSTON.

1571 2,000$ first.

HAVANA, N. Y., *Aug.* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of four 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 961, 962, 963, & 964, of the denomination of five hundred dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOEL HENDRICKS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

HARRISBURG, PA., *Augt.* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of -mortgage bonds of the Central Railroad Company of Iowa (Nos. 517, 518, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. HURNOND, for
SUSAN RUBY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1572 **$32,000 first.**

NORTHAMPTON, MASS., *Aug.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1292, 1669 to 1671, 1751, 1892 to 1894, 1925, 1982, 1983, 2231, 2256, 2257, 2281 to 2288, & 2440 to 2446, 2416, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY R. HINCKLEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1573 (Endorsed:)

I, the undersigned, on oath say that I am the executor of S. L. Hinckley, & that I hold the within named bonds as said executor.

(S'g'd) HENRY R. HINCKLEY.

STATE OF MASSACHUSETTS,
Hampshire, ss:

NORTHAMPTON, *Aug.* 10, '75.

Then personally appeared before me the above named Henry R. Hinckly, who acknowledged the within instrument to be his free act.

[SEAL.] CHAUNCY H. PIERCE,
Notary Public.

1574 BOSTON, 19*th Aug.*, 1875.

H. R. HINCKLEY, Esq.:

DEAR SIR: Among the numbers of your bonds, as I have the list, are 2240 to 2246 of the $1,000 issue. I got to-day a petition from a bondholder in another section, in which the same numbers appear. May I ask you to look over your bonds & see if I have got the numbers correct?

Very resp'y, yours,

ISAAC M. CATE,
By SAM'L H. LLOYD.

My numbers are as follows, C. R. R. of Iowa 1st m'ge bonds, Nos. 1292, 1669–'71, 1721, 1892, 1894, 1925, 1982–'3, 2231, 2256–'7, 2281, 2288, 2299, 2300, 2440–'46, 2416, $1,000 each; 32 in all.

HENRY R. HINCKLEY.

1575 The numbers on the other side are copied from an old list which I have had from the beginning of my executorship of the will of S. S. Hinckley. The bonds themselves are in the vaults of Mercantile Trust Co. of New York. If you wish them verified I can go to New York next week and get them. I suppose you have an agent there. Please let me know what to do about it.

Yours, truly,

HENRY R. HINCKLEY.

To ISAAC M. CATE, Esq.
Northampton, Mass.
N. Y., 20, '75.

1576 1,000 1st.

MACHIAS, *Sep't 3d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. six hundred & sixty-six (666) of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and repectfully requests that such decree may be ordered as will give effect to the measure.

MARCA B. HILL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill. clerk.

$8,000 first.

UTICA, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 816, 1323, 1641, 1646, 1857 to 1860, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. N. PAXTON,
Pres'dent.
G. B. THOMAS,
Treas'r Home for Homeless in the City of Utica, N. Y.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1577 $2,000 firsts.

BUCKSPORT, *Aug. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 2101, 1549, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. W. HERBERT.
G. W. HERBERT,
T'r B. S. R. R.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

$500 firsts.

BUCKSPORT, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1601 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. L. HERBERT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

In pencil: Please return to T. B. Reed, Portland, Maine.

1578 **$1,000 first.**

HINSDALE, MASS., *Sept.* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa, Nos. six hundred & twenty-four (624), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. JAY DANA.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 firsts.

BATH, ME., *Aug't* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1056 of $1000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. C. HYDE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

I hereby certify under oath that I am the sole owner of the within-named bond.

E. C. HYDE.

Sworn to before me.
[SEAL.]

H. A. DUNCAN,
Notary Public for Sagadahoc County.

1579 **$2,000 first.**

PHILADELPHIA, *August 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 605 & 606, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

June, '75.

GEORGE H. CLAPP,
3809 Spruce st., Phil.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

36,000 firsts.

SCHENECTADY, N. Y., *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2463 to 2488 for $1,000 each, & 1158 to 1177 for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

AB'M DOTY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1580 $1,500 first.

NORTHAMPTON, *Aug't 28th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 237, of $500, 431, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. M. CHAMPNEY,
By RENA CHAMPNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 ₩ firsts.

UPLAND, DEL. CO., PA., *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1195 @ 1196, $500 ₩ each, Nos. 747, 749, 835, 1905, 1906, $1,000 ₩ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE K. CROZER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1581 $10,000 firsts.

POUGHKEEPSIE, N. Y., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of ten mortgage bonds of the Central Railroad Company of Iowa (Nos. 549, 550, 551, 552, 553, 554, 555, 556, 557, 558), each one thousand dollars ($1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JNO. CAMPBELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NORTHAMPTON, *Aug't 28*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 236 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

RENA CHAMPNEY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1582 $1,000 first.

COXSACKIE, N. Y., *Aug. 7*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central

Railroad Company of Iowa (Nos. 1437, 1581, five hundred doll's each, first-m'tg'e bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. I. COLLIER.

Witness:

S. A. DAUGHT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

CAMBRIDGE, N. Y., *18th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 622 of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS COMSTOCK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1583 $8,000 firsts.

WORCESTER, MASS., *Aug.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 846, 500; 2340, 1000; $8,000 in all; 847, 500; 2341, 1000; coupons attached on all; 1794, 1000; 2342, 1000, to July 15, 1873, included; 1795, 1,000; 2374, 1,000; 2389, 1,000; mortgage dated July 15, 1869), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWIN CONANT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

12,000 first.

UPLAND, PENN'A, *August* 25, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1435 to 1438, inclusive, of $1,000 each; No. 2000 & 1065–1066, inclusive, of $1,000 each; 875 to 884, inclusive, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ROB'T H. CROZER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1584 $7,000 firsts.

NEW GLOUCESTER, M'E, *Aug. 10th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1389, 9, 11, 1976, 2096, 2098, 2095, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. H. & A. C. CHANDLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1585 (Endorsed:)

M'E DIST., *Aug.* 10, 1875.

I, S. H. Chandler, do solemnly swear that the within-described bonds are the joint property of myself and A. C. Chandler.

(S'g'd) S. H. CHANDLER.

Subscribed and sworn to before me.

EDWARD FOX,
U. S. Dist. Judge of M'e.

1586 $1,500 first.

PORTLAND, *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1239, of $1,000; 1506, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. O. CONANT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath, say that I am the owner of the within-named bonds.

R. O. CONANT.

PORTLAND, *Aug.* 18, '75.

Before me.
[SEAL.]

CHA'S W. FORD,
Notary Public.

1587 $500 first.

WAKEFIELD, N. H., *Aug.* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 40, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SUMNER CLARCK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEW GLOUCESTER, M'E, *Aug.* 10*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1056, 1741, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. H. CHANDLER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1588 M'E DIST., *Aug.* 10, 1875.

I, S. H. Chandler, do solemnly swear that I am the owner of the within-described bonds.

(S'g'd) S. H. CHANDLER.

Subscribed and sworn to before me.

EDWARD FOX,
U. S. Dist. Judge, M'e.

589 $1,000 firsts.

NANTUCKET, 8*th* and 9*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1313), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHEBE B. CHACE.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

UTICA, N. Y., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 800, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZA CURTIS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill. clerk.

1590 $500 first.

WALDOBORO, MAINE, *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. fourteen hundred twelve, $1412; "five hundred dolls.," $500.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. W. COLDWELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
Please return to T. B. Reed, Portland, Me. See A. B. Austin.

$2,000 first.

NORTHAMPTON, MASS., *Aug.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 4 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 416, $500; 417, $500; 418, $500; 419, $500, or two thousand dollars face value), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANNIE M. CLARK,
Per M. H. SPAULDING, *Att'y.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1591 $1,000 first.

Aug. 6th, PORTLAND, MAINE, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one 1st-mortgage bond of the Central Railroad Company of Iowa (No. 1932), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES M. CUMMINGS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath, say that I am the owner of the within named bonds.

JAMES M. CUMMINGS.

PORTLAND, *Aug.* 6, 1875.

Before me.

{ CHARLES W. FORD, NOTARY }
{ PUBLIC, PORTLAND, MAINE. }

CHA'S W. FORD,
Notary Public.

1592 $1,500 first.

LEOMINISTER, MASS., *July 29th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2327, of $1,000; 1388, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. F. COLBURN.

[Hasler & Co., railroad bonds, 7 Wall st., N. Y.]

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 first.

PALMER, MASS., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1740, 1880, of 1,000$; Nos. 1099, of 500$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLOTTE P. CHAMBERLAIN,
By M. W. FRENCH, *her Attorney.*

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill.

1593 $1,000 first.

BOSTON, *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of the first mortgage bonds of the Central Railroad Company of Iowa (No. 425, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. F. CLARY.

(Endorsed): Filed October 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

FITCHBURG, MASS., *July 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 141, 601, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L E. CROCKER,
Executor of estate of S. B. Grant.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill.

1594 1,500 firsts.

CAMBRIDGE, MASS., *8th July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 2729 for $1,000, 645 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

REBBECCA B. CRAFT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000.00.

GLOUCESTER, *July 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. four hundred and seventy-two (472) and twelve hundred and seventy-five (1275) $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BENJ. H. CORLISS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1595 $4,000 firsts.

NASHUA, N. H., *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 4,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 987, $500; 623, $500; 618, $500; 1474, $500; 619, $500; 218, $500; 2539, $1,000 bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIJAH COLBURN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

5,000 firsts.

CAMBRIDGE, MASS., *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1067, 1068, 1069 for $1,000 each, 646, 647, 648, 1736, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M B. CRAFT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1596 $1,000 first.

NEWPORT, R. I., *Sept. 13th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 264), approves of the compromise measure recommended by the Boston and New York committees, and respectfully request that such decree may be ordered as will give effect to the measure.

AMOS R. CASE.

Witness:
A. LUDLOW CASE.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

BOSTON, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1334 and 1335 for $1,000 each), approves of the compromise measure recommended by the Boston and New York

committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L CARR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1597 $1,000 first.

FITZWILLIAM, N. H., *September* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 690, of one thousand dollars, deposited with Farmers' Loan and Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MELTON CHAPLIN.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

1598 I, the undersigned, on oath say that I am the owner of the within-named bond, and that I do hereby revoke my petition under a previous date to Lewis M. Fisher, master in chancery, given in favor of the S't Louis, Iowa, & Minnesota R. R. Co.

(S'g'd) MILTON CHAPLIN.

STATE OF NEW HAMPSHIRE,
Cheshire, ss:

At Fitzwilliam, on this 13th day of September, A. D. 1875, personally appeared Milton Chaplin and made oath that the above certificate is true.

Before me:
[SEAL.] (S'g'd) AMOS J. BLAKE,
Notary Public.

1599 $7,500 firsts.

SCHENECTADY, N. Y. *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1714, 1715, 1716, for $500 each, & 1, 1847, 1848, 1849, 1775, 2723, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ESLE BANKER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

No. 580, $1,000 firsts.

NORTH CHELMSFORD, MASS., *July 18th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bond of the Central Railroad Company of Iowa (No. 580, first-mortgage bond of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN H. CLARK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1600 NORTH CHELMSFORD, *July 18th*, 1875.

In accordance with the direction of circular, I sent a duplicate of this document, signed, to you, through M'r Fuller, of Boston. I send you this at the request of M'r Boardman, of Boston. If the other reached you, this can be destroyed.

Yours, respectfully,
(S'g'd) JOHN H. CLARK.

1601 $3,500 firsts.

SCHENECTADY, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of firsts-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1401, 1661, 1662, for $1,000 each, 956 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

I hereby revoke all powers heretofore given by me.

T. R. BARRINGER.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

$4,500 first.

PLYMOUTH, MASSACHUSETTS, *Aug't* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of nine first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 722, 1481, 1181, 1482, 1186, 1483, 1148, 1484, 1485), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC BREWSTER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1602 $1,500 first.

CONCORD, N. H., *Sept.* 11, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 3 $500 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1775, 1776, 1777), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WALTER S. BLANCHARD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$12,000 firsts.

WOODMONT, CONN., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of twelve first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2207 and 2218, inclusive, twelve bonds, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CAPT. THEO. A. BARRETT.

CATHERINE P. FULLER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1603 1,000$ firsts.

NEW MELFORD, C'T, *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 502, 504, of five hundred each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM BOSTWICK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

NANTUCKET, MASS., *Aug. 11th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 1591, 1592, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. M. BUNKER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1604 $500 firsts.

BROCKPORT, *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 195, five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EMILY J. APTHORP.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

HARTFORD, VERMONT, *July* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central

Railroad Company of Iowa (Nos. 292 & 296, for $1,000 each,) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. INGERSOLL BRIANT.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1605 $2,000 first.

BINGHAMTON, 13*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1352, of $1,000, 202, 35, of $500 ea.; two thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ERNESTINE ALBERTI.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

NORTH SPARTA, N. Y., , 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of 3 $1,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1226, 1554, 1555), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS AITKEN. [L. S.]

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

Witness :
M. M. AITKEN.

1606 $2,000 firsts.

BRIMFIELD, MASS., *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of 2 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1075, 1082, & 2 scrip-bonds for coupons—the first are $1,000 each, first-mortgage gold-bonds), I approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES S. BLAIR.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 firsts.

FARMINGHAM, *Aug. 28th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2064, 2182, 651, & 654, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CYRUS BEAN.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1607 2,000$ first.

BEVERLY, MASS., *July* 17, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 777 and 778, of 1,000$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

STEPHEN BAKER.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

SPRINGFIELD, MASS., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of one mortgage-bonds of the Central Railroad Company of Iowa (No*s*. 448, for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. F. BOWAN.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1608 1,000$ first.

HAMILTON, *July* 5, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 587 & 171, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. C. BRISTOL.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

WARREN, MASS., *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 557, denomination $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALVIN B. BLISS.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1609 **$500.**

NEW HAVEN, C'T, *July* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 87; value, $500, principal), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JNO. G. BAIRD,
New Haven, C't.

(Endorsed:) Filed Oct. 11, 1876. George B. Corkhill, clerk.

$1,000 firsts.

GRIEGSVILLE, V'T, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 564), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LUCY BLAKESLEE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1610 **$9,500 firsts.**

GREIGVILLE, V'T, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa, Nos. 1959 1958, 1218, 1217, 1566, 1565, 406, 407, $1,000 ea $8,000
Nos. 205, 1143, 206, 500 ea 1,500
$9,500

aproves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SENATOR BLAKESLEE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 firsts.

STANWICH, CONN., *Aug. 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1297, 1298, 1299, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM BRUSH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1611 **$2,000 firsts.**

MENDON, MASS., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 562 & 563, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DAVIS BILLS.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 firsts.

STANWICH, CONN., *Aug. 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1300, 1301, of $1,000 each; 1795, 1790, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES BRUSH.

(Endorsed : Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1612 **$500 first.**

WEST BROOKFIELD, MASS., *Aug.* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 246, two hundred forty-six), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SANFORD ADAMS.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1613 BOSTON, *24th August*, 1875.

SAMUEL ADAMS, Esq.,
P. O. box 251, 2 *Brookfield* :

DEAR SIR: I have your favor of yesterday with enclosure as stated. As soon as the time comes for issuing the stock I will advise you & give you full information as to all the particulars.

Very respectfully yours,

ISAAC M. CATE,
By GEO. H. LLOYD.

You have written your number 246 & spelt it out one hundred & forty-six. Which is right?

M'r CATE:

D'R SIR: Number should be 246. Please correct what is written to agree with it.

Yours, truly,

S. ADAMS,
P. O. Box 251, *West Brookfield, Mass.*

West B'kf'd, August 26, '75.

1614 1,000 first.

WALDOBORO', *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. sixteen hundred thirty (five hundred doll's), $500.00; Nos. fifteen hundred sixty (five hundred doll's), $500.00, $1,000.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. B. AUSTIN.
Waldoboro', Maine.

Purchased Nov. 14 or 15, '71, of Brewster Luret & Co. Boston.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

CAZENOVIA, V'T, 10 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 302 & 1,222, of $500 each, one thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HARILLA ABELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1615 $3,000 first.

CANAN, MASS., *Aug.* 20*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2460, 2461, 2462), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM ADAMS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 firsts.

NORTH MIDDLEBORO', *Sept.* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1404 $1,000, 591 1,000, 1513 $500, 804 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LEWIS L. ALDEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1616 $1,500 firsts.

GENESEO, N. Y., *July 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 1225, $1,000, No. 565, 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. L. ARNOLD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

TAUNTON, MASS., *Aug.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1 first-mortgage bonds of the Central Railroad Company of Iowa (No. 1302), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. R. ATWOOD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

I am the owner of the within bond.

C. R. ATWOOD.

COMMONWEALTH OF MASSACHUSETTS,
County of Suffolk, Aug. 25, 1875.

Then personally appeared the above-named C. R. Atwood made oath to the truth of the above by him subscribed before me.

{ ALONZO V. LYNDE, NOTARY PUBLIC, BOSTON, MASS., U. S. A. } ALONZO V. LYNDE,
Notary Public.

1617 $4,000 firsts.

SCHENECTADY, N. Y., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1,283, 325, 326, 1,710, 573, 421, for $500 each, & 1,425 for $1,000, deposited with Farmers' Loan & Trust Co. N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALBERT BROWN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

FREEMAN, ME., *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2,499 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. J. W. HACKETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1618 $1,000 first.

TURNER, ME., *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 730, 1,253, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. A. BRADFORD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

$7,500 firsts.

SPRINGFIELD, VERMONT, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 689, 712, 1,726 of $500 each, 1,491, 1,492, 1,943, 2,187, 2,188, 2,189 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. N. BARNARD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1619 (Endorsed:)

The undersigned on oath say that I visited L. N. Barnard, the person signing the within petition, in Vermont; that he is a farmer residing at a place remote from any considerable settlement, & therefore inaccessible to a notary public. That I saw the within-named bonds; moreover, the books of the Railroad Co. show him to have been charged with as many bonds.

ISAAC M. CATE.

BOSTON, *Aug't* 13, 1875.

Acknowledged before me the day & year above written.

[SEAL.] HENRY D. CLARY,
Notary Public.

1620 $8,000 first.

STRONG, M'E, *July 28th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 2,009 to 2,012, 2,034, 2,248, 1,582, 1,413 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHILIP M. STUBBS.

I the undersigned on oath do say that I am the owner of the within-described bonds.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

P. M. STUBBS.

STATE OF MAINE,
Franklin, ss:

AUG. 17*th*, 1875.

Subscribed and sworn to before me.

GEORGE F. DYER,
Jos. Pacis.

1621 $4,000 seconds.

STRONG, M'E, *July* 28*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 557, 558, 221 & 884 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHILIP M. STUBBS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath do say that I am the owner of the within-described bonds.

P. M. STUBBS.

STATE OF MAINE,
Franklin, ss:

AUGUST 17, 1875.

Subscribed and sworn to before me.

GEORGE F. DYER,
Jos. Pacis.

1622 $2,000 first.

STRONG, M'E, *July* 28, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1,750, 1,581 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALEX. P. PORTER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath do say that I am the owner of the within-described bonds.

ALEX. P. PORTER.

STATE OF MAINE,
Franklin, ss:

AUG. 17, 1875.

Subscribed & sworn to before me

GEORGE F. DYER,
Jos. Pacis.

1623 STATE OF MAINE,
County of Franklin, ss:

I, Joseph C. Holman, clerk of the supreme judicial court, which is a court of record, within and for the county and State aforesaid, hereby certify that George F. Dyer, esquire, before whom the annexed proceedings were had, and who has thereto affixed his genuine signature, was at the time of so doing a justice of the peace in and for our said county of Franklin, duly commissioned and qualified; and that full faith and credit are due to his official acts done as aforesaid.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Farmington, this 18th day of August, in the year of our Lord one thousand eight hundred and seventy-five.

[SEAL.] (S'g'd) JO'S C. HOLMAN, *Clerk.*

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

1624 $500 first.

ABINGTON, *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1,105 of $500, now in the hands of the Farmers' Loan & Trust Com. of N. Y. City), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LUCIUS FAXON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

WOODMONT, CONN., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 355 of $500, deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CATHERINE P. FULLER.

Witness:
THEO. A. BARRETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1625 [Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

$5,000.00.

PALMER, MASS., *July 29th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1084, 1605, 1606, 1607, 1739, 1000 dollar pieces), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH T. FRENCH,
By M. W. FRENCH,
Her Attorney.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500.

PO'KEEPSIE, *July* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1037, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PAUL FLAGLER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1626 5,000 firsts.

BOSTON, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 181, 182, 183, 184, 185, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE H. FOLGER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000.

LEWISTON, *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 99 for 500$; 339 for 500$; 2,159 for 1,000$; and 2,158 for 1,000$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M P. FRYE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1627 (Endorsed:)

I, the undersigned, on oath, say that I am the owner of the within-named bonds, & that my father, John M. Frye, is the owner of the one bond described in the petition hereto annexed.

(S'g'd) W'M P. FRYE.

STATE OF MAINE,
Androscogging, ss:

AUGUST 9, 1875.

Then personally appeared W'm P. Frye, and made oath to the above certificate by him signed. Before me.

WELLAN U. WHITE,
Justice of the Peace.

1628 2,000 first.

WASHINGTON HOLLOW, *Aug. 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1,110, 1,111, $2,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MILTON HAM.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1629 $2,500 first.

PORTLAND, *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2,090 for $1,000; 1,761 for $500; 1,422 for $500; 19 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S W. FORD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath, say that I am the owner of the within-named bonds.

CHA'S W. FORD.

AUG. 14, 1875.

Before me.
[SEAL.] CHARLES O. BANCROFT,
Notary Public.

1630 $500 first.

NORTHBOROUGH, MASS., *Sept. 16th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1224, for five hundred dollars ($500), registered), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANNA E. D. FISKE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

BERLIN, MASS., *Sept. 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2235, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES R. FAY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1631 $1,000 firsts.

FLOYD, N. Y., *Aug.* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1825, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. B. FRENCH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Coupon due January 1, 1872, not paid, is with bond.

$1,000 first.

STAMFORD, CT., 5 *Octo.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2683, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY E. FOX.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Mail to G. E. Taintor, 20 Broad st.

1632 10,000 firsts.

AUBURN, MAINE, *August* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 3, 4, 5, 6, 19, 20, 2428, 2429, 2430, of 1,000$ each; 713, 1469, of 500$ each; nine bonds, of 1,000$ each, and two bonds of 500$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES SINGLEY,
President Auburn Savings Bank.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1633 (Endorsed:)

I, the undersigned, on oath, say that I am president of the Auburn Savings Bank, & that said bank is the owner of the within-named bonds.

(S'g'd) JAMES SINGLEY.

Acknowledged before me.
Aug. 5, '75.
[SEAL.]

J. B. JORDAN,
Not. Pub.

1634 $500 first.

MIDDLEBORO, MASS., *Aug. 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1432 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EUNICE WASHBURN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

The above-named bond has been stolen.

$16,500 firsts.

BOSTON, *Aug. 12th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1836 to 1845 inclusive, of $500 ea', & 1509 of $500, 1370, 1372, 1373, 1377, 2755, 2757, 2758, 2770, 691, 2202, 1953, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES ALEXANDER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1635 (Endorsed:)

We sold the within bonds to Charles Alexander.

(S'g'd) C. E. FULLER & CO.

I am the owner of the within bonds.

(S'g'd) CHARLES ALEXANDER.

COMMONWEALTH OF MASSACHUSETTS,
Suffolk, ss:

August 12, 1875.

Then personally appeared the above-named Charles Alexander, & made oath to the truth of the above by him subscribed.

Before me.

[SEAL.] ALONZO V. LYNDE.
Notary Public.

1636 $4,000 firsts.

SKANEATELES, N. Y., *Sept. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 404, 405, 1062, 1063, of $1,000 ea'), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHRISTOPHER C. WYCKOFF.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Mail to G. E. Taintor, 20 Broad st., N. Y.

$1,000.

YORK, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 413, deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY J. WHITNEY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1637 ($39,000 firsts, $8,000 seconds.)

NEW YORK, *Aug. 3rd*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st & 2nd mortgage bonds of the Central Railroad Company of Iowa (Nos. 54 c., 66, 440 c., 465, $39,000; 1st mortgage, 535, 716, 717, 885, 787 c., 790; $8,000 2nd do.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN I. GRAVE,
Pres. Warehouse and Security Co., New York.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

$11,500 first.

NEW YORK, *Sept. 7th*, 1875.

To the circuit court of the United Sates for the district of Iowa:

The undersigned, holder of firsts mortgage bonds of the Central Railroad Company of Iowa (Nos. 226, 227, 228, 229, 1441, 1442, 1443, 1444, 1445, 2084, 2085, eleven bonds of $1,000 each, 1277, 1 bond of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

For the bondholders, as per circular, June, '75.

E. S. WATERMAN, *Att'y.*

(Endorsed) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1638 $3,000 firsts.

CASTLETON, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1353, 1354, 1355, 1356, 1357, 1358, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

RUSSELL DOWNER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

CASTLETON, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2234), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANK P. HARDER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1639 $500 firsts.

NASSAU, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 595), approves of the compromise measure fecommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN N. SMITH.

Witness' by—
C. W. HERRICK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

CASTLETON, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2557, 2558, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. W. MASTEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1640 $500 firsts.

CASTLETON, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 888), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BENJAMIN F. ROWE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

560
R. CO. OF IOWA ET AL.

$5,500 firsts.

CASTLETON, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1869, 1870, 917, for $1,000 each; 1360, 1361, 1362, 1363, 1668, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

NATIONAL BANK OF CASTLETON, N. Y.
JA'S R. DOWNER, *Cash.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1641 $6,500 firsts.

NASSAU, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2555, 2556, 2559, for $1,000 each; 1365 to 1370, inclusive, 564, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

RYER HERMANS.

Witness, July 27, 1875:
C. W. HERRICK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 firsts.

NASSAU, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2147, 2148, 2149, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CARTLE. W. HERRICK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1642 $2,000 firsts.

NASSAU, N. Y., July 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1351 & 1352 for $500 each; & 2150 for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SMITH GRIFFITH.

Witness' by,
C. W. HERRICK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1646 $2,500 first.

1643 The undersigned on oath say that I am president of the National Bank of Castleton, New York, & that said bank is the owner of fifty five hundred dollars of the bonds of the Central Railroad Co. of Iowa, of the first mortage.

That I am personally acquainted with C. W. Herrick, Frank P. Hardee, Russell Downer, Ryer Hermans, J. N. Smith, Smith Griffiths, B. F. Rowe, & H. W. Masten, & know them to be bondholders of the Central Railroad Co. of Iowa.

(S'g'd) JOEL D. SMITH.

Sworn to and subscribed before me this 14th day of August, 1875.

{ CHARLES DOWNER, NOTARY PUBLIC, CASTLETON, RENSSELAER CO., N. Y. }

CHARLES DOWNER,
Notary Public.

(Indorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1644 BOSTON, *14th Aug.*, 1875.

RUSSELL DOWNER, Esq.:

DEAR SIR: I find on looking over petitions this morning rec'd that a party in this State gives the same numbers for his 500$ bonds as your bonds. Will you kindly look over your bonds & inform me if the numbers as I have them, viz, 1853 to 1858, are correct.

Very resp'y, yours,

ISAAC M. CATE,
By GEO. H. LLOYD.

On examining M'r Russell Downer's bonds, I find the numbers are 1353, 4, 5, 6, 7, & 8. Either you or M'r D. has made the error of 1853, &c.

CASTLETON, *Aug.* 16, 1875.

1645 4,000$ first.

NORTHAMPTON, MASS., *August* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 790, 791, 792, & 793 of $1,000 each,) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CALVIN STRONG.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,500 first.

NORTHAMPTON, MASS., *Aug.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 337 to 340 of $1,000 each, 90 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALVIN BRADFORD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1646 $2,500 first.

NORTHAMPTON, *July 28th*, 1875.

To the circuit court of the United States for the district of Iowa;

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 410 of $500, 842 of $1,000 and 1395 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY S. TENNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,500 first.

July 9th, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 431, 1 bond $500, $500; 888 to 892, both inc., 5 of $1,000, 5,000, $5,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZA L. PARSONS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1647 $2,000 first.

NORTHAMPTON, MASS, *Aug't* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 833 of $1,000, & 183, 184, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. W. SMITH.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

$500 first.

NORTHAMPTON, MASS., *Aug. 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 232 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WALTER B. WELTON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1648 $2,000 first.

NORTHAMPTON, MASS., *Aug. 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 411 & 785, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PLINY EARLE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

NORTHAMPTON, *Aug't* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. *No.* 1535, of $500, & No. 2565, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GALUSHA F. MILLER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1649 $1,000 first.

NORTHAMPTON, *Aug't* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 100, 496, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SETH WRIGHT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 first.

HAYDENVILLE, MASS., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 420, 1, of $500; 886 & 887, 2, of $1,000, $500, 2,000—$2,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LUCINDA R. GRAVES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1650 $3,000 first.

NORTHAMPTON, *Aug't* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $3,000 first mortgage bonds of the Central Railroad Company of Iowa (Nos. 207, 208, & 1206, 442, of $500 ea., 2,000; 1307, of $1,000—1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD L. CLARK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

HADLEY, MASS., *Aug't 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 537 & 538, of 1,000 ea.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDMUND SMITH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1651 $4,000 first.

HADLEY, MASS., *Aug't 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 408, 409, 410, & 1119, of $1,000 ea.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHESTER SMITH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NORTHAMPTON, MASS., *August* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1533, 1534, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSIAH PARSONS,
Guardian.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1652 $3,000 first.

NORTHAMPTON, MASS., *Aug. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1799, 1800, of $1,000 each; 848, 849, of $500 each.) approves of the compromise measures recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH M. LYMAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000.

NORTHAMPTON, MASS., *Aug. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 535, 536, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. B. WILLIAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1653 $500 first.

NORTHAMPTON, MASS., *Aug.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1137, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S B. KINGLEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

500 first.

NORTHAMPTON, MASS., *Aug't* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (No. 405, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARCIA S. BUGBEE,
By W'M A. HALL,
Her Att'y.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1654 The First National Bank of Northampton, formerly the Holyoke Bank.

NORTHAMPTON, MASS., *August* 10, 1875.

DEAR SIR: I, Henry Roberts, on oath say that I am cashier of the First National Bank of Northampton, Mass'tts, & that I was agent for selling the bonds of Central Railroad Co. of Iowa in this section.

That the several persons signing the petitions to the United States court, hereto annexed, are known to me as bondholders of the Central Railroad Co. of Iowa, & their bonds, or the most of them, are lodged at the bank of which I am cashier.

(S'g'd) HENRY ROBERTS,
Cash. First N. Bank of Northampton, Mass.

1655 STATE OF MASSACHUSETTS,
County of Hampshire, ss:

NORTHAMPTON, *August* 10, '75.

Then personally appeared before me Henry Roberts, cashier, who acknowledged the within before me.

[SEAL.] CHAUNCY H. PIERCE,
Notary Public.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL,
Clerk.

1656 **$1,000 first.**

NORTH LEOMINSTER, MASS., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2324), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L MERRIAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Send to H. J. Boardman, 35 Court st., Boston.

$2,000 first.

KINGSTON, *Aug't 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1458 & 1459), of one thousand dollars each, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. R. MARTIN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1657 **$1,000 first.**

SANDWICH, N. H., *Sept.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 435, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. H. MARSTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$8,000 first.

GALWAY, *August 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1650 @ 1655, of $1,000 each; 782 @ 785, of 500, eight thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY McKINDLEY,
ROBERT KELLEY,
At'.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1658 $4,000 first.

GLOVER, VT., *Sept.* 10*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1303, 1305, 1306, 1962), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALBERT MERRIAM.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$15,000 first.

LEYDEN, LEWIS CO., N. Y., *July* 19*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 801, 827, 828, 829, 830, 608, 796, 991, 612, 795, 794, 609, 675, 610, 611, of $1,000 each; total, $15,000 first-mortg.; bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CARMELIA J. MANN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1659 $2,000 first.

NORTHAMPTON, *Aug.* 19, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 546 and 1205, of $500 ea., 843, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISRAEL MORTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 first.

GARRETSVILLE, OHIO, *Sept.* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1444 to 1448 inclusive, denomination $500, total $2,500,) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY K. MERWIN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1660 $1,000 first.

KENNEBECK, M'E, *Aug.* 7, 18

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 238, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOS. TITCOMB, *Guardian.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

DOVER, *Sept.* 29th, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder' of first mortgage bonds of the Central Railroad Company of Iowa, (Nos. 1180, 1182, 1272, five hundred dol. each, in all fifteen hundred), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure; thereby revoking all previous p. att'y a'rangements.

ELIZABETH A. MARTIN.
CAROLINE M. MARTIN.

Signed in presence of—

A. A. TUFFS,
Notary Public.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1661 $5,000 first.

MT. HOLLY, N. J., *July* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 10 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 299, 303, 363, 368, 462, 463, 505, 506, 5072, & 958, for $500 each, in all $5,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JER. C. TEN EYCK,
Mt. Holly, N. J.

(In pencil.) Care of Richard Ashhurst, esq.
(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

$25,000 first.

GENESEO, N. Y., *July* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 848, 849, $2,000; 408, $500; deposited with Farmers' Loan & Trust Comp.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JULIA LAYLOR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1662 1,000 first.

NEWTOWN, CONN., *Sept.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 88 & 430, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ABLE B. TERRILL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2.000.

NEW YORK, *July* 26, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1664, 1665), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LOUIS W. TOWT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1663 500 firsts, $3,000 seconds, 3,500.

SCHENECTADY, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st & 2-mortgage bonds of the Central Railroad Company of Iowa (Nos. 792, first-mort. bond for $500, and Nos. 256, 326, & 327, second-mort. bond for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

N. H. TILLINGHAST.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEW YORK, 24 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa, (Nos. 786, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. E. TAINTOR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1664 $2,000 # first.

CAMBRIDGE, N. Y., 19*th Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 512 & 513, of one thousand each, Elizabeth Putman), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH PUTMAN.

Witness:
H. P. GRAY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($1,000 first.)

POPLAR RIDGE, N. Y., *July* 18, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 342 & 508, each being $500, making 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY S. PACKHAM.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1665 $3,000 first.

LITTLE FALLS, N. Y., *Sept.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortage bonds of the Central Railroad Company of Iowa (Nos. 1479, 1480, & 1481, of $1,000 each, three thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MOSES PETREE.

(Endorsed:) Filed Oct. 1875. George B. Corkhill, clerk.

$7,000 first, $1,000 second.

SCHENECTADY, *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first & second mortgage bonds of the Central Railroad Company of Iowa (Nos. 126, 489, 700, 2104, 2369, of $1,000 each; 384, 826, of 500 each; six thousand dol.'s first; # 319, of $1,000, second mortg.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PLATT POTTER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1666 $1,000#.

BOSTON, *Aug.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central

Railroad Company of Iowa (Nos. 17 & 436, 500 doll's each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

I. C. PAUL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 # first.

COXSACKIE, *Aug.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 1334, five hundred dollars, first-m'tg. bond), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. E. POWELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1667 $2,000 first.

SCHENECTADY, *9th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 763 and 950, of $500 each; No. 1949, $1,000; two thousand doll's first mortg'e), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M M. OHLEN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000, first.

NEW YORK, *Sept. 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 375 and 487, of 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALFRED C. POST.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1668 $500 first.

W. BRIDGEWATER, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $500.00 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1719), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN H. PACKURD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

MIDDLEBORO, MASS., *Aug. 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1577, 324, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SIMON H. PRATT.

(Endorsed:) Filed October 11, 1875. Geo. B Corkhill, clerk.

1669 $5,000 first.

GARDNER, MASS., *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 237, 239, 1260, 1261, & 1264), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. F. PEABODY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$8,000 first.

WESTERLY, R. I., *Aug. 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2165 to 2172, inclusive, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH POTTER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1670 $1,000 first.

CONCORD, N. H., *Sept. 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1727), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'R'S A. M. PARKER.

Endorsed: Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

FITZWILLIAM, *Sept.* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 153 of $1,000, deposited with the Farmers' Loan & Trust Co.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN M. PARKER.

(Endorsed:) Filed October 11, 1875. George B. Corkhill. clerk.

1671 (Endorsed:)

I, the undersigned, on oath say that I am the owner of the within named bond, and that I do hereby revoke my petition under a previous date to Louis M. Fisher, master in chancery, given in favor of the S't Louis, Iowa & Minnesota R. R. Co.

(S'g'd) JOHN M. PARKER.

STATE OF NEW HAMPSHIRE,
Cheshire, ss:

At Fitzwillian, on this 13th day September, A. D. 1875, personally appeared John M. Parker, and made oath that the above certificate by him signed is true.

Before me.

[SEAL.] AMOS. J. BLAKE,
Notary Public.

1672 $1,000 firsts.

QUINCY, MASS., *July 10th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 541, 1,000 thousand; Nos. 13, 98, 500 hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM M. PATTEE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

GALWAY, 17*th Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 509, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CALVIN PRESTON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1673 $500 first.

GALWAY, 17 *Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 736, for five hundred), approves of the com

promise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. J. PRESTON.
C. PRESTON, *Agent*.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

TROY, N. Y., *Aug.* 19, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 735, 736, & 737 & 739, of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PETER A. PALMER.

Witness:
C. W. PALMER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1674 $1,000 first.

LITTLE FALLS, N. Y., *9th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. $106 & 1107, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. W. PRUIT.

(Priest.)

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NANTUCKET, *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 558, five hundred dollars, deposited with Farmers' Loan & Trust Comp.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE PALMER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1674 $7,000 first.

BOSTON, *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of seven first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 393 to 398, inclusive, and 351 & 353, inclusive, all first m'tg., of 1,000 e'c), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. B. PAGE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEW BEDFORD, MASS., *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two (2) first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 279 & 280, five hundred each, interest at 7 per cent annum, in gold, with coupons attached, from including No. 8, due July, 1873), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M J. POTTER,
Guardian.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1675 $1,000.

ALBANY, N. Y., *July* 19*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 343 and 344, for five hundred (500) dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SIDNEY W. PARK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1676 $4,000 first.

A'GUSTA, ME., *July* 22*n*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1331, 2419, of $1,000 each; 1280, 1281, & 1282, 1408, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. E. POTTER & BRO.

(Endorsed:) Filed Oct. 11, 1875 George B. Corkhill, clerk.
(In pencil:) Please return to T. B. Reed, Portland, Maine.

$1,000 first.

SEABROOK, N. H., *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central

Railroad Company of Iowa (Nos. 2010), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. A. PHILBRICK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1677 The undersigned, on oath, say that M's's' B. E. Potter & Bro. are the owners of the within named bonds.

B. E. POTTER BRO.

STATE OF MAINE,
Kennebeck, ss:

AUG. 14, 1875.

Subscribed & sworn to before me.
[SEAL.] (S'g'd) E. W. WHITEHOUSE,
Justice of the Peace & Notary Public.

1678 10,000 first.

BOSTON, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1633 to 1640, inclusive, for $1,000 each; 808, 809, 810, 811, 816, 817, 818, 819, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC PRATT, J'R.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

4,000 first.

BOSTON, *9th July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2994, 748, for $1,000 each, & 1805, 1807, 1809, 1810, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SETH E. PECKER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1679 $5,000 first.

BOSTON, *18th July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1375 & 1376, for $1,000 each; 1801, 1802, 1803, 1804, 1806, 1808, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

Z. PRATT, *of B'idgwater*.
By ISAAC PRATT, JR.,
Att'y.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1680 $2,000 firsts.

PORTLAND, —— —, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1867, 1898, of 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. N. PERRY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

BOSTON, *Sept.* 4, 187 .

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1161, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. L. PICKARD,
Executor.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1681 The undersigned on oath say that I am the owner of the within-named bonds.

E. N. PERRY.

PORTLAND, ME., *Aug. 5th*, 1875.

Before me.
[SEAL.] (S'g'd) CHARLES W. FORD,
Notary Public.

1682 $1,000 first.

BOSTON, *Sept.* 4, 187 .

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 230 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. L. PICKARD.
W. E. L. PICARD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 first.

MERCER, P'A, *Aug.* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1486 and 1487, of one thousand ea., and 1349 of five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH W. PEARSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1683 $5,000 first.

BATH, M'E, *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2001 to 2005 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN PATTERN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

$2,500 first.

HARRISBURG, P'A, *Aug.* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1488 and 1489, at one thousand dollars each, and 1350 at five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN E. PEARSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

[Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

1684 $500.

GREENWICH, CONN., *Aug. 19th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 373 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ZENAS M. PECK.

Witness:
CHARLES W. HASSLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEWBURGH, N. Y., *July* 8, 187 .

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 262, deposited with Farmers' Loan & Trust Com.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. T. ROGERS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1685 $1,000 first.

IPSWICH, MASS., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 280 and 453 of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES PEATFIELD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 first.

LEOMINSTER, *Sept.* 30*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1255, 2364, 2365, 2366, 1271, 1272, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

N. B. PATCH,
J. C. ALLIN,
Executors of the will of Oliver Patch, deceased.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.
(In pencil:) Estate of O. Patch, 5-1,000.

1686 $1,000 first.

SEABROOK, N. H., *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of $500, the Central Railroad Company of Iowa, each (Nos. 1336 & 1517), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES S. PHILBRICK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

GLOUCESTER, MASS., *July* 19, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. seven hundred & fifty-eight, 758; seven hundred & fifty-nine, 759; seven hundred & sixty, 760; seven hundred & sixty-one, 761; seven hundred & sixty-two, 762; $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAC PATCH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1687 **4,000 first.**

WINTHROP, MAINE, *August* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of firsts-mortgage bonds of the Central Railroad Company of Iowa (Nos. 72, 79, 483, 485, four bonds of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) MOSES BAILEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1688 I, the undersigned, on affirmation, say that I am the owner of the within-named bonds.

(Signed) MOSES BAILEY.

STATE OF MAINE,
Co. of Kennebec, ss:

AUGUST 6, 1875.

Personally appeared the above-named Moses Bailey, and affirmed that the foregoing certificate, by him signed, is true.

Before me. Witness my hand & seal the day and year above written.

[SEAL.] J. M. BENJAMIN,
Notary Public.

1689 **$1,500.**

MOSCOW, N. Y., *July* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa

(Nos. 1294	$1,000
311	500
	1,500

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) LUCY B. DODGE.

Witness:
F. B. DODGE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1690 $3,000 first.

NEW HARTFORD, N. J., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1826, 1827, of $1,000 each; 1234, 1251, of 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) ICHABOD R. MILLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1691 STATE OF NEW YORK,
County of Oneida, ss:

Ichabod R. Miller, of New Hartford County, and State aforesaid, being duly sworn, deposes & says he is the bona fide owner of $3,000 first m't'g bonds of the Central R. R. of Iowa, described in the within petition addressed to the circuit court of U. S. for the district of Iowa.

Subscribed and sworn to before me, a notary public, this 14th day of August, 1875.

(Signed) ICHABOD R. MILLER.

(Signed) JOHN A. GOODALE,
Notary Public, Utica, N. Y.

1692 $1,500 first.

BRADFORD, V'T, *Sept. 13th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1265, 1521 and 1338 of $500 each, deposited with Farmers' Loan & Trust Co.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'R'S SARAH P. McKEEN.
PHILINA McKEEN.
PHEBE F. McKEEN,
By SILAS McKEEN, *Attorney.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1693 I, the undersigned, on oath say that I am the holder in trust with power of attorney over the within-named bonds, and that I do hereby revoke my petition under date of Aug. 16, 1875, to Lewis M. Fisher, master, given in favor of S't Louis, Iowa & Minnesota R. R. Co.

(Signed) SILAS McKEEN,
Attorney.

STATE OF VERMONT,
Orange Co., ss:

At Bradford, this 13th day of Sept., A. D. 1875, personally appeared Silas McKeen, and made oath as above.

Before me

[SEAL.] (Signed) CHARLES H. HARDING,
Notary Public.

1694 **$261,000 firsts.**

PHILADELPHIA, *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2, 21, 40, 42 to 48, 52, 53, 81, 117, 215 to 218, 232, 243, 315, 426, 436, 482, 731, 912, 914, 921 to 923, 997, 1050, 1114, 1122, 1123, 1095, 1792, 1886 to 1888, 1172, 1173, 1177, 1644, 1667, 1601, 1673 to 1676, 1231, 1934, 1938 to 1941, 2530, 1100, 1913, 1933, 1229, 1230, 1677, 1690, 1700, 1726, 1748, 1749, 1942, 2006, 2033, 2035, 1889, 1890, 1909 to 1912, 2036, 2038 to 2042, 2051, 2068, 2069, 2071, 1228, 1216, 1212 to 1214, 1232, 1234, 1236, 1240, 1246, 1329, 1309, 1293, 1290, 1291, 1289, 1278, 1262, 1247, 1248, 1416, 1414, 1585, 1539, 1538, 1411, 1412, 1388, 1382, 1330, 1537, 1534, 1535, 1482, 1499, 1469, 1457, 1451, 1420, 1417, 2611 to 2615, 1597, 1598, 1586 to 1588, 2710, 2711, 2695, 2652, 2651, 2620, 2616, to 2619, 2719, 2731, 2720, 2712 to 2718, 2229, 2201, 2100, 2094, 2081, 2078, 2079, 2073, 2074, 2075, 2261 to 2268, 2236, 2230, 2527, 2454, 2455, 2450, 2431, 2426, 2424, 2425, 2417, 2418, 2607 to 2610, 1113, 631, 652, 654, 730, 2528, 2602 to 2606, 952, 925, 1004, of $1,000 each; and 129, 179, 1433, 1451, 91, 1311, 1312, 1405, 1341, 1424, 1452, 1454, 1465, 1274, 1262, 1259, 1260, 1257, 1258, 1199, 1296 to 1298, 1190, 1183, 1151, 1152, 1125, 1123, 1055, 1045, 1044, 1032 to 1035, 1002, 957, 910, 900 to 902, 898, 845, 732, 716 to 719, 1822, 1774, 1751, 1747, 1722, 1706 to 1708, 1702, 1703, 1647, 1618, 1616, 1567 to 1576, 1550, 1551, 1518, 1504, 1493, 1494, 1477, 714, 715, 671, 672, 664 to 666, 598 to 599, 591, 588, 578, 577, 575, 563, 537, 499, 478, 432, 415, 378, 367, 365, 523, 95, 625, 196, 620, 94, 670, 159, of $500 each, (Endorsed:) The undersigned, on oath say that I am counsel of the trustee of the estate of Jay Cooke & Co. in bankruptcyy, and that the within-named bonds are held by said estate, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) EDWIN M. LEWIS,
Estate of Jay Cooke & Co. in Bankruptcy.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1695 **$1,000 firsts.**

PORTLAND, *Aug't* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 2093 for $1000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES BAIN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath, say that I am the owner of the within named bond.

(S'g'd) JAMES BAIN.

Before me.

[SEAL.] CH'S W. FORD,
Notary Public.

1696 Office of Portland Lloyds, Cha's W. Ford, attorney, p. o. box 1559.

PORTLAND, M'E, *Sept.* 1*st*, 1875.

ISAAC M. CATES, Esq.,
Boston, Mass.:

D. SIR: Your favor of 26th ult. duly rec'd & contents noted. I have not been able to see Capt. Bain until this a. m., & he informs me his bond is for $1,000 instead of $500, as I filed in petition. As I have no blank left, Bain tells me to write you to alter the one you have to $1,000. No. is correct.

Truly yours,
CHA'S W. FORD.

1697 $4,500 first.

PROVIDENCE, R. I., *Sept.* 1*st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1927, 1928, 2099, & 2177, of $1,000 each, 908 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM H. DARTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1698 I am the owner of the within named bonds.

W'M H. DARTON.

STATE OF RHODE ISLAND,
Providence:

In the city of Providence on this first day of September, A. D. 1875, W'm H. Darton personally appeared before me and made oath that the above statement by him is true.

[SEAL.] (S'g'd) SIMON L. SLAPHAM,
Notary Public.

1699 7,000 first.

BRUNSWICK, M'E, *July* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 7,000 first mortgage bonds of the Central Railroad Company of Iowa (Nos. 187, 188, for $1,000 each, & 1427 for $500, & 721, 1113, 1111, 1112, 1592, 1593, 1584, 1595, 1596, each for $500, these nine last being the property of J. B. Sewall, & the first three the property of A. Swett), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) A. SWETT.
(") J. B. SEWALL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,500 firsts.

WARRENVILLE, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, the holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 423, 1,000; 590, 1,000; 593, 1,000; 268, 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) SUSAN F. STARRETT.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk,

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1700 WARREN, *July* 23, '75.

THO'S B. READ, Esq.

SIR: The report of the committee of the bondholders of the Central Railroad Co. of Iowa was rec'd, and the accompanying blank filled and forwarded to A. S. March, esq., of Boston, Mass., with whom the bonds are deposited for safe keeping, supposing that the report and blank comes from him.

My wife has signed the blank just sent, which I enclose. If the previous one should be sent forward, this one, I suppose, ought to be kept back.

Respectfully yours,

(S'g'd) J. P. STARRETT.

1701 $1,500.

KENNEUCK, *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Co. of Iowa, viz, $1,000, No. 2315, $500, No. 353, amount $1,500, approves of the compromise measure recommended by the Boston and New York committees, and respectfully request that such decree may be ordered as will give effect to the measure.

(Signed) ANNIE W. LOWE.

$500.

KENNEBECK, *July* 24, 1875.

To the circuit court for the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Co. of Iowa, viz, $500, Nos. 1585, approves of the compromise measure recommended by the Boston & New York committees, and respectfully request' that such decree may be ordered as will give effect to the measure.

(Signed) SARAH D. LITTLEFIELD.

1702 I, E. A. Little, of Aburn, Maine, on oath say that I am the owner of two thousand of the first-mortgage bonds of the Central Railroad Co. of Iowa, as stated in my petition to the U. S. court, hereto attached, and that my brother, Geo. T. Little, is likewise the owner of two, agreeable to his petition; & my mother, Lucy J. Little, is the owner of one thousand, as per her petition, both of which are hereto attached with my own.

(S'g'd) EDWARD A. LITTLE.

Acknowledged before me.

[SEAL.] J. B. JORDAN, *Not. Pub.*

1703 2,000 first.

AUBURNVILLE, *July 26th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1495, 1496, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) E. A. LITTLE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1704 1,000.

AUBURNVILLE, *July* 26, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1678, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) LUCY J. LITTLE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

2,000 first.

AUBURNVILLE, *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1493, 1494, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(S'g'd) GEO. T. LITTLE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1705 2,000$ first.

BOSTON, *September* 27, 1875.

To the circuit court of the United State sfor the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1455 & 1456, one thousand dollars each= two thousand dollars), approves of the compromise measure recom mended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN BREWSTER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

COZENOVIA, N. Y., 10*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 423 & 424, of $500 each=one thousand doll's), approves of the compromise measure, recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ESTHER E. BLACK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1706 $2,500 first.

SEMPRONIUS, N. Y., 11 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 763, 764, of $1,000 ea., 295, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MOSES BROWN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Care Hicock, Barber & Co., Homer, N. Y.

$4,000, $3,000 1st, 1,000 2d.

SOUTH BALLSTON, N. Y., 9 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first & second mortgage bonds of the Central Railroad Company of Iowa (Nos. 1283, 1286, & 1387, of one thousand doll's ea., three thousand, first-m't'g bonds, and No. 792, one thousand, second-m't'g bonds, Charlotte A. Barbrydnt), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1707 5,000 firsts.

MOODNA, N. Y., 25th *Aug't*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2375 & 2379 of $1,000 each, five thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JNO. CROMWELL.

Revoking all powers heretofore given.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

4,000$ first.

BOSTON, *Aug.* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2776, 2777 of 1,000 dollars, Nos. 1851, 1852, 1853, & 1854, of 500 dollars, now in the hands of the Farmers' L. & T. Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

City Hall, Boston, Mass.

DAVID CHAMBERLIN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1708 $3,000 firsts.

SCHENECTADY, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2370, for $1,000, 443, 531, 561, 836, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ABRAM O. CLUTE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,500 firsts.

SCHENECTADY, 30*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa—

Nos. 1945, 1946, 1947, 1944, 2726, $1,000	$5,000
" 1461, 1462, 1463, $500	1,500
	$6,500

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. C. CLUTE.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.
(In pencil:) G. E. Taintor, 20 Broad st., N. Y.

1709 $9,000 first.

BOSTON, *October* 1st, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 9,000 first-mortgage bonds of the Central Railroad Company of Iowa—

Nos. 17, 18, 1618, 1619, 376, 377, 2533, 2572, say 8 bonds of $1,000 each	$8,000
And Nos. 656, 667, say 2 bonds of 500	"1,000
(Nine thousand dollars.)	$9,000

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DUDLEY R. CHILD, *Trustee.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

4,500 first.

Sharon, *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 69, 221, 451, 511, 512, 251, 514,
$3,500
No. 1086, 1,000
$4,500, amount deposited with Farmers' Loan & Trust Company), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. D. CAPIN,
Sharon, Mass.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1710 $500 first.

Kenn'beck, *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $500 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1394), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLOTTE A. COBBY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 first.

Malden, Mass., *July* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 458, five hundred dollars; 1009 & 1010, one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH CARTER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1711 $1,000 first.

New London, Conn., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 235, one thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. H. CHAPMAN.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

ANDOVER, MASS., *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1429, for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH L. GRAY.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1712 8,000 firsts.

BIDDLEFORD, ME., *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1626 to 1629, inclusive, for $1,000 each; 806, 807, 820, to 825, inclusive, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BIDDLEFORD SAVINGS BANK,
By R. M. CHAPMAN, *Treasurer*.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Please return to T. B. Reed, Portland, Maine.

1713 (Endorsed:)

I, the undersigned, on oath, do say that I am treasurer of Biddeford Savings Bank, and that said bank is owner of the within-named bonds.

(Signed) R. M. CHAPMAN.

Subscribed and sworn to before me this 9th day of August, 1875.

[SEAL.] C. E. GOODWIN,
Notary Public.

1714 $7,500 first.

FREEMONT, ME., *July* 31st, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 2493 to 2498 & 49, of $1,000 each, & 729, of , & 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISRAEL K. BRAY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Please return to T. B. Reed, Portland, Maine.

$500 first.

WEST CAMBRIDGE, 25th *August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 764, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HORACE BEADLE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.
Mail to G. E. Taintor, 20 Broad st., New York.

1715 $2,000 firsts.

POUGHKEEPSIE, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 533 & 534, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HALETT BEDELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 firsts.

POUGHKEEPSIE, N. Y., *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 735, of $500, & 1772, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M BEDELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1716 $1,000 firsts.

POUGHKEEPSIE, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 29, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANNA BOYCE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$9,000 firsts.

POUGHKEEPSIE, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 514 to 519, 767, 768, 769, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM BODDEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.
(In pencil:) Sign this. R. North.

1717 $1,000 fi'st.

WEST CHARLTON, N. Y., 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1622, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY A. BELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

GALWAY, 17 *August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 790 & 791, of 500 ea'; 1659, of 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. E. BAIN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1718 $1,000 first.

COXSASKIE, *Aug.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 1436, 1438, five hundred dolls. ea', first m't'g bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC BRANDON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

Witness:
S. A. DWIGHT.

$1,000 first.

COXSAKIE, N. Y., *July* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 490, first m't'g bond, one thousand dolla's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. F. BOTSFORD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

Witness:
S. A. DWIGHT.

1719 $1,000 firsts.

ROME, N. Y., *Aug.* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1822, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY BARNARD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

ROME, N. Y., *Aug.* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 1823, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZA A. BRADT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1720 $2,500 first.

DEANSVILLE, N. Y., *Aug.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1254 & 1256, $1,000 each; Nos. 1252, $500—total, $2,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. W. BARTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

WALDOBORO, ME., *Aug't* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 1st mortgage bonds of the Central Railroad Company of Iowa (Nos. one thousand four hundred & eleven

(1411), one thousand five hundred & fifty-six (1556), of $500 each, total $1,000.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. R. BENNER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1721 1,000 first.

Portland, 10 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1502 and 1745, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. A. BLANCHARD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

Kirkland, N. Y., *August* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 1024 & 1019, $500 each, additional to those represented in my assent signed 4 inst.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M A. BARNS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1722 $2,500 firsts.

Kirkland, N. Y., *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa—

Nos. 1220, 1247, 322, $500 each	$1,500
" 1325, of 1,000	1,000
	2,500

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M A. BARNS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000.00 first.

Bangor, Me., *July* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1968, 1969, 2577, 2578, for $1,000 each; 554 1490, for 500 each; total, 5,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

NEWELL BLAKE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1723 $2,500 firsts.

KIRKLAND, N. Y., *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa—

Nos. 321, 1221, 1219, of $500 each	$1,500
1828, of $1,000	1,000
	$2,500

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH F. BARNS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 firsts.

WASHINGTON MILLS, N. Y., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad of Iowa (Nos. 1324, $1,000, belonging to the undersigned; and No. 799, $1,000, and No. 1025, $500, held by me as trustee; total, $2,500),

A. A. BARNS.

approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. A. BARNS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1724 $6,500 first.

NEW HARTFORD, N. Y., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa,

Nos. 1829, 2581, 2582, 1801, 1,000 each (Nathaniel Barns, ex. of Benj. Barns)	$4,000
Nos. 1643, $1,000; 1349, $1,000; 1026, $500 (Nathaniel Barns)	2,500
	6,500

approves of the compromise measure recommended by the Boston and

New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

NATHANIEL BARNS.
NATHANIE' BARNS,
Ex. of Benj. Barns.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

CLINTON, ONEIDA CO., N. Y., *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of three first mortgage bonds of the Central Railroad Company of Iowa (Nos. 335, 630, & 1692, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH W. BROWN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1725 $3,000 firsts.

POLAND, N. Y., *July* 10*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 3,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos., two $500 bonds; Nos. 1232 & 1233; and two $1,000 bonds, Nos. 1805 & 1806), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. A. BRAYTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

WESTMORELAND, N. Y., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1231, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. BECKWITH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1726 $3,500 first.

WESTMORELAND, N. Y., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1010, $500; No. 1326, 1647, 1316, $1,000 each; total, $3,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

AMOS BARNS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 firsts.

LEOMINSTER, MASS., *July 29th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2328, 2329, 1,000 each; 1058, 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY A. BOUTELLE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1727 $3,000 first.

LEWISTON, *July* 28, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1465, 2247, 1891, $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC BOOTHLY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 firsts.

BANGOR, ME., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1000, 1001, 1002, 998, 999, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. H. BLAKE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1728 $1,000 first.

PLYMOUTH, MAINE, *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 842, 843, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHAMDON BUTMAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

BRIDGEWATER, MASS., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 162, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L W. BATES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1729 $7,000 firsts.

BRIDGEWATER, *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 165, 166, 167, 168, 169, 170, for $500 each; 1330, 1331, for $500 each; & 223, 224, 225, for 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BATES S. HYDE & CO.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

CAMBRIDGEPORT, *July 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of six first-mortgage bonds of the Centra Railroad Company of Iowa (Nos. 1035 and 291, of 1,000 each; 748 and 749, of $500 each; 217 and 36, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PAUL MITCHELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1730 2,000 first.

BOSTON, *August* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1609 and 1610, of 1,000$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY A. MILES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

5,000 first.

LEWISTON, ME., *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1466, 1468, 2427, 863, for $1,000 each; 1265, 98, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. E. MAY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1731 $2,000 firsts.

BRUNSWICK, *Aug.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1930, 1931, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MAINE HISTORICAL SOCIETY,
By MARSHALL CRAM,
Treasurer.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

$3,500 first.

NEW YORK, *Sept.* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1552, 500; 1792, 500; 1791, 500; 251, 1000; 802, 1000—3500; 251 and 802, of $1000 ea'; 1552, 1791, 1792, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY B. MERRILL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) G. E. Taintor, 20 Broad st., N. Y.

1732 500 first.

DOVER, N. H., *Aug.* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 999), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S M. MURPHY.

(Endorsed:) Oc'. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

SPRINGVALE, ME., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 669, 710, 765, 939, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN MERRILL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1733 **$500 firsts.**

BANGOR, ME., *July* 28, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1383, of 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decreee may be ordered as will give effect to the measure.

MARCIA E. MORRILL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

WOR'STER, MASS., *July 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 89, 147, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM MOORE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1734 **$1,000 first.**

BRISTOL, R. I., *Aug. 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1428), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JNO. B. MUNRO, *Exe'r.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

[Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

Everett, Pa.—$1,000 first.

EVERETT, PA., *August* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 824, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JACOB MONTGOMERY.

(Endorsed): Filed October 11, 1875. Geo. B. Corkhill, clerk.

J. DU BOIS,
Witness.

1735 $1,000 first.

GROVELAND, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 234, 235, of 500 each—$1000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM A. MILLS,
Garland, N. Y.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,500 first.

SOUTH NATICK, MASS., *July 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 5 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2549, 2550, 2531, 2529, 1487, first four for $1,000 each, the last 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALEXANDER H. MORSE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

Witness:
IDA H. MORSE.

1736 $2,000 first.

LEWISBURG, PA., *July 28th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two $1,000 mortgage bonds of the Central Railroad Company of Iowa (Nos. 1089 and 2032, together with two corresponding scrip certificates for interest unpaid to this time, Nos. 1089 & 2032), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. H. MCDONALD.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 first.

PORTLAND, ME., 9 *Aug.*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2178), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. F. MITCHELL.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1737 $6,000 first.

PORTLAND, *July*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1512, 1517, 1897, 1926, 1960, 1961, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. W. MCKINNEY, *Att'y.*

I, the subscriber, on oath say that, as attorney and agent of estate of E. McKinney, I hold the within-described bonds, the property of said estate.

(S'g'd) F. W. MCKINNEY, *Att'y.*

PORTMAND, ME., *Aug.* 4, 1875.

Before me.

CHA'S W. FORD,
Notary Public.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

SPRINGFIELD, MASS., *July*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad of Iowa (Nos. 2571, of $1,000, & 465, 466, 569, 1185, 1681, 1684, 1685, 1687, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOEL S. MARSH.

The undersigned, on oath, say that my father, Joel S. Marsh, is the owner of the within-named bonds.

CHARLES S. MARSH.

Acknowledged before me this day, August 10, 1875.

[SEAL.] THEODORE M. ZINSSER.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1738 $5,000 first.

MEDFORD, MASS., *Boston*, *Aug.* 19, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five mortgage bonds of the Central Railroad Company of Iowa (Nos. 618, 1596, 2538, 2532, 950, of one thousand dollars each, in all amounting to five thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. W'M A. RUSSELL.

I, W'm A. Russell, am the owner of the within-named bonds.

(S'g'd) W'M A. RUSSELL.

COMMONWEALTH OF MASSACHUSETTS,
Suffolk, ss:

AUGUST 19, 1875.

Subscribed and sworn to by the said W. A. Russell to be true.
Before me.

[SEAL.] (S'g'd) ALONZO V. LYNDE,
Notary Public.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 firsts.

DANVERS, MASS., *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2760, 2762, for $1,000 each; 1718, 741, 1737, 1738, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DANIIEL RICHARDS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1739 1,000 first.

HINSLOW, ME., *July 29*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2641, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SUSAN G. RICE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

2,000 firsts.

FITCHBURG, MASS., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 2491 & 2492, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

N. H. RICHARDSON.

(Endorsed ;) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1740 $1,000 first.

Goshen, N. Y., 30 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2108, of $1,000), approves of the compromise measure recommended by the Boston and New York committees and respectfully requests that such decree may be ordered as will give effect to the measure.

F. A. ROBINSON.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 first.

Lewiston, Maine, *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad of Iowa (Nos. 2108, $1,000-bond), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. A. ROBINSON.

(Endorsed :) Filed October 11 1875. Geo. B. Corkhill, clerk.

1741 12,000 first.

Boston, *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1038, 1078, 867, 868, 869, 2447, 2632, 2705, 2706, 2704, 932, of $1,000 each; 97, 115, for 1,500 each,) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. W. RANDALL.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

500 first.

West Lebanon, N. H. *July 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 411, of 500$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. B. RICH.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1742 **$3,000 firsts.**

HARRISBURG, PA., *July 26*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1090, 1091, for $1,000 each; 515, 516, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. W. REILY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

HOLLAND PATENT, N. Y., *August* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1832 & 1833, $1,000 each), E. H. Ragan by N. Ward, attorney, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. H. RAGAN,
By N. WARD,
Attorney.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1743 **$2,000 first.**

KIRKLAND, N. Y., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1317, $1000; 1217, $500; 1218, 500—$2,000), approves of thecompromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANDREW B. ROOT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NORTHAMPTON, *September 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 1649, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ASHAEL PIERCE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1744 $1,000 first.

CANISTEO, N. Y., 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. sixteen hundred and sixty-three, 1663), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'r's MARILDA ROOT.

Mail to G. E. Tainter, 20 Broad s't, New York.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEW LONDON, C'T, 24*th Aug't*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 488 first-mortgage bond), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DAVID P. ROGERS.

Mail to G. E. Tainor, 20 Broad s't, New York.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1745 $1,000 first.

PORTLAND, MAINE, 1 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1725, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS B. REED.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

PALMER, MASS., *July* 30th, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 452, for five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE ROBINSON,
Att'y for Eliza Robinson.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1746 $1,500 first.

BATH, MINN., *August* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1791, for one thousand dollars, and 844, for five hundred dollars, making together $1,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S DAVENPORT,
J. G. RICHARDSON,
Trustees of William Richardson.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2,000$ first.

DANVILLE, P'A, *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 4 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos., of 500 doll's each, 391, 393, 832, 833), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. S. SCHULTZ.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1747 The undersigned hereby certify under oath that we are holders of the within-named bonds as trustees of W'm Richardson, late of Bath (Maine), deceased.

(Signed) CHA'S DAVENPORT,
J. G. RICHARDSON,
Trustees.

Before me.
[SEAL.]

H. A. DUNCAN,
Notary Public.

1748 $1,000 firsts.

SCHENECTADY, N. Y., *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1780, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. NIN. SCHERMERHORN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

TROY, N. Y., *Aug't 19th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 992, 993, 994, 995, & 996, of one thousand dollars each, now in hands of Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCES A. STOW.

Witness:
E. K. STOW.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1749 $500.

MILFORD, CONN., *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 491, value $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARTH. M. STOWE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

BOSTON, *Aug.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1114 & 1115, of $500 ea.; 890, 757, 2448, & 2449, of $1,000 do., deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure of the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. H. SIMMONDS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1750 $3,000 firsts.

COXACKIE, N. Y., *Aug.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of three mortgage bonds of the Central Railroad Company of Iowa (Nos. 687, 733, 1383, one thousand doll's ea. first m'tg bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M FARMER.

Witness:
S. A. DUGHT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

WETHERFIELD, CONN., *July* 22, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail road Company of Iowa (Nos. 492), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

P. SOUTHART,
Executor on Estate of E. F. Cooke.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1751 $1,000 firsts.

YORK, N. Y., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2174, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH K. SPENCER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$12,000 firsts.

NEW YORK, *Aug.* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 133 to 138 inclusive; 1139, 1140, 1546, 1547, & 1548 & 1159, twelve thousand first-mortgage), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SUMNER R. STONE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1752 $7,000 firsts.

NEW YORK, *Aug. 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of seven mortgage bonds of the Central Railroad Company of Iowa (Nos. 2251, 2252, 2253, 2254, 2255, 1116, 1124, $1,000 ea. first-m'tg bond), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CATHERINE SPRAGUE.

Witness for Catharine Sprague:
WHEELER POWELL,
241 *W.* 125 *st.*, *N. Y. City.*

$500 first.

HOMER, N. Y., *Sept.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $500 mortgage bonds of the Central Railroad Company of Iowa (Nos. 489, of five hundred dollars, first mortgage bond), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. I. SHELDON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1753 $2,500 firsts.

PEORIA, N. Y., *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1689, $1,000; No. 1631, 1413, 1145, $500 ea., 1,500—2,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

POLLY SMITH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

WEST TOWNSEND, *Sept. 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 15, 2547, 2548, 2552 of 1.000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARTHA J. SEAVER.

(In pencil) These bonds are petitioned in name of E. S. Vennard, of Manchester, Mass.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1754 MANCHESTER, *Sept.* 21, '75.

GENTS: Enclosed you will find the number of first-mortgage bonds, Iowa Central Railroad, which bonds belong to my daughter, M'r's Seaver, of West Townsend, Mass. She has signed this petition and agrees to this arrangement.

Yours, truly,

E. S. VENNARD.

1755 First 1,000.

LEOMINISTER, MASS., *Aug.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1594), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. D. SOMERS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2,500 first.

PORTLAND, 5 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1174, 1,000; 1381, 500; 1690, 500; 1691, 500; total, $25,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

AUG. E. STEVENS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1756 11,000 firsts.

BINGHAMPTON, N. Y., 20*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1101 to 1106, 1125 to 1129), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CYRUS STRONG.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 firsts.

BIDDEFORD, M'E, *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 744 for 1,000 and 1308 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAMUEL W. SUQUES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1757 $500 first.

MANCHESTER, MASS., *Aug.* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 426 for 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EZRA C. STANLEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

WESTMORELAND, N. Y., *Aug.* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 252, $1,000, and No. 1011, $500; total $1,500; C. A. Stephenson), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. A. STEPHENSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1758 3,000 firsts.

PALMER, MASS., *August* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1018, 1277, 1746, for one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. C. SHAW.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 first.

BRUNSWICK, MAINE, *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1466 for $500, 1467 for $500, 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN S. SEWALL,
Brunswick, Maine.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1759 1,000 first.

GLOU'STER, MASS., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. seventeen hundred and ninety, 1790), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH SOMERS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

BRIDGEWATER, MASS., *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2679 & 2680, of 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. H. SPRAGUE,
Guardian of SETH WASHBURN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1760 $2,000 first.

PORTLAND, *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 930, 2245, of 500 each; 2696, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC F. STURDIVANT.

I, the undersigned, on oath say that I am the owner of the within-named bonds.

ISAAC F. STURDIVANT.

PORTLAND, M'E, *Aug.* 4, 1875.

Before me—

CHA'S W. FORD,
Notary Public.

[SEAL.]

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

G'T FALLS, N. H., *July 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2697, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DAVID SCOTT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1761 $1,000 first.

UTICA, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1854, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M C. SCRANTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NORTHBORO', MASS., *Sept.* 22, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1623, five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH F. SEARLE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1762 **$1,000 firsts.**

BOSTON, *Sept. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage-bonds of the Central Railroad Company of Iowa (Nos. 222 & 1640, for 500 each, 1st-mortgage bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDW. P. SARGENT,
Beverly, Mass.

Or care H. W. PEABODY & CO.,
41 *India W'f, Boston.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

NORTHAMPTON, MASS., *Aug.* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2143 and 2144, one thousand each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALVAH T. SMITH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1763 2,000 first.

SPRINGFIELD, MASS., *Aug.* 10*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1711 & 1712, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELVA STOCKBRIDGE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

PLEASANT VALLEY, N. Y., *July* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1602, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN C. SMITH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1764 **$500 trust.**

ROCHESTER, N. Y., ***August 6th,*** **1875.**

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (*Nos.* 974, and denomination $500, & deposited with the Farmers' Loan & Trust Company), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANNA H. SEARING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

COILA, N. Y., 20 ***August,*** **1875.**

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 493 & 825, of one thousand doll's each; 145 & 338, of five hundred doll's each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM SHILAND.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1765 **$1,000 first.**

NORTH ADAMS, ***August 26th,*** **1875.**

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (*Nos.* 33), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MRS. W'M H. SANFORD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

SALEM, MASS., ***September 17th,*** **1875.**

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 1608 & 2323), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. H. SILSBEE,
Trustee.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1766 **Sept. 15th, $10,000 firsts.**

BROOKLINE, MASS., ***Sept. 15th,*** **1875.**

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad

Company of Iowa (Nos. 354, 2184, 2537, 2569, 2570, 2573, of $1,000 each; 1620, 1633, 1634, 1635, 1643, 1644, 1645, 1646, of 500 each; in all fourteen bonds, amounting to $10,000, deposited with Farmers' Loan & Trust Co.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SOPHIE W. DANA.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,500 first.

MOSCOW, N. Y., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1207, 1206, $1,000 ea., $2,000; 550, 551, 549, 500 ea., $1,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may ordered as will give effect to the measure.

THOMAS DODGE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1767 500 firsts.

NANTUCKET, MASS., *July 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1057, five hundred dollars), deposited with Farmers' Loan & Trust Co., N. Y., approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THADDEUS C. DEFRIEZ.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

SANDWICH, N. H., *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1360), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAMUEL H. DORR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1768 $1,000 first.

WEST SOMERVILLE, MASS., *Aug.* 18, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2739), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAMUEL DARTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

GUILFORD, NEW HAVEN CO., CONN., *July* 28, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 823, $1000 bond; also a script certificate, 823, for two years' coupons, $137.14; 1288, $500; also a script certificate, 1288, $68.57, coupons deposited with Farmers' Loan & Trust Co., New York), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN DUDLEY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1769 2,000 first.

TAUNTON, MASS., *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1091, 1092, 1093, 1094, denomination of 500 each), deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EBENEZER DUNBAR.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 firsts.

ARTHERSBURG, *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 204, of $1,000.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JONATHAN DARLAND.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1770 $4,000 firsts.

CHARLTON, N. Y., 17*th Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 166, 167, 1406, 2008, of $1,000 each), approves of the compromise measure recommended by the Boston and New

York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM DELLMER.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

POUGHKEEPSIE, *July* 6, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1771, for one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. S. DANA.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1771 $6,000 firsts.

SCHENECTADY, N. Y., *9th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2289, 2290, 2291, 2292, 2293, $1,000 each ; 1154, 1709, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. A. DUANE.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

6,000 first.

SCHENECTADY, 9 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1402, 1778, 1779, 1777, $1,000 each ; 839, 1458, 1711, 1712, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. R. DUANE.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1772 5,000 firsts.

UTICA, *Sept. 3d*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1841, 1842, 1844, & 2155, of $1,000 each ; and Nos. 1241 & 1242, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. D. DIMON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$7,000 firsts.

POUGHKEEPSIE, N. Y., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1096, 1097, 1430, 1432, 1433, 1434, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SILAS W. DOWNING.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Address G. T. Tainter, 20 Broad st., New York.

1773 4,000 firsts.

SCHENECTADY, *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1115, 1133, 1223, 1845, of 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CORNELIUS DUANE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

STOCKBRIDGE, *Aug.* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1733), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SIDNEY P. LINCOLN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Return to H. J. Boardman, 35 Court st., Boston.

1774 $1,000 first.

ENFIELD, CONN., 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1401 and 122, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

Hartford Co., Conn., July 5th, 1875.

CHARLES LOOMIS.

Witness by—

WILLIAM LOOMIS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000$ first.

CENTER SANDWICH, N. H., *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1427 of 1,000$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH P. SAMSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1775 1,500 first.

NORWICH, C'T, *July* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $1,500 mortgage bonds of the Central Railroad Company of Iowa (Nos. 261 of $500, 521 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. E. LINNELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000.

LEOMINSTER, MASS., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2554 $1,000, 1085, 1088 $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HERVEY D. LOCKE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1776 $1,000 first.

LEOMINSTER, MAS., *July 29th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1273), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN H. LOCKEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000.

KENNEBUNK, *July* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa as follows—Nos. 1337 of $1,000, Nos. 2343 of $1,000, & Nos. 1074 of 500, amounting to $2,500, Christopher Littlefield, trustee, & No. 1338 for $1,000 & Nos. 1285 for 500, Christopher Littlefield; whole amount $4,000—approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHRISTOPHER LITTLEFIELD,
Trustee.
CHRISTOPHER LITTLEFIELD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1777 $500 firsts.

DENNYSVILLE, M'E, *July* 10*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 248 for five hundred dollars, deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWIN & THOMAS LINCOLN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000.

SALISBURY, N. H., *Aug.* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 233 for the sum of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. D. LITTLE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1778 2,000 firsts.

BOSTON, *August* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of firsts-mortgage bonds of the Central Railroad Company of Iowa (Nos. 542, 1201, 1203, 1833, each of the value of five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALONZO V. LYNDE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I am the owner of the within-named bonds.
(Signed) ALONZO V. LYNDE.

COMMONWEALTH OF MASSACHUSETTS,
Middlesex, Aug. 12, 1875.

Sworn to be true by said Alonzo V. Lynde before me.

SELWYN LYNDE,
Justice of Peace.

$5,000 first.

NEW PALTZ, *Aug.* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 711, 712, 713, 714, 715, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JACOB LEFEVER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Mail to G. E. Taintor, 20 Broad st., New York.

1779 4,000 firsts.

FITCHBURG, MASS., *July* 10th, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1392, 631, 140 for $1,000 each; 894 & 895 for 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MOSES G. LYON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NORTHAM'TON, *Aug.* 76, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 802, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CALEB LAND.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1780 [Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

$5,000 first.

PITTSTON, *Aug't.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 5 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2451, 2452, 2764, 2765, 2766; the above-numbered bonds are for one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM LAW.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 firsts.

BALTIMORE, *July 12th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 4,000 first*s*-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1,000 ea., Nos. 39, 41, 484, 500 ea., Nos. 7, 8), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FIRDINAND C. LATROBE.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

1781 $1,000 first.

UTICA, N. Y., *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 676, one thousand dollars, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE LAWSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

20,000 firsts.

LEWISTON, M'E, *August 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1,000s, Nos. 50, 51, 1241, 1544, 1545, 2109 to 2113, inc., 1163 to 1171, inc.; 500s, 727,728), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LEWISTON INSTITUTION FOR SAVINGS.
J. G. COBURN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

I, the undersigned, on oath say that I am president of the Lewiston Institute for Savings, and that said institution is the owner of the within-named bonds.

(Signed) J. G. COBURN.

Acknowledged before me.

[SEAL.] T. W. PARKER,
Notary Public.

LEWISTON, *Aug.* 5, 1875.

1782 **$500.**

HADLEY, *Aug.* 21*st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 500 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1108, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ETHELINDA LAURENCE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,500 first.

LEEDS CENTER, ANDROSCOGGIN COUNTY, MAINE,
Sept. 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $4,500 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1423, $500; 1470, $500; 1688, $500; 2017, $1,000; 2701, $1,000; 2703, 1,000—$4,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PETER LANE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1783 500.

KENNEBECK, *July* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa, viz, (Nos. 500, No. 1507), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SUSAN C. LITTLEFIELD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
Deposited with Farmers' Loan & Trust Co., N. Y.

$500 firsts.

CHESTER, N. Y., *July* 26, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1216, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. ELIZABETH LUCAL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1784 **$2,000 firsts.**

SCHENECTADY, N. Y., *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1948 for $1,000, 685, 681 for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. S. LANDON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1785 **$2,000 first.**

NEW LONDON, CONN., *July 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 2 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 935, 936, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. C. LEWIS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

KENNEBECK, ME., *Aug.* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1597 of $500, No. 1598 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. N. LORD,
Administratrix to Tobias Lord.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1786 **$1,000 first.**

BOSTON, *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 298, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. H. LINCOLN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

CAMBRIA CO., MINERAL POINT, PA., *Aug.* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1402 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. A. LOGAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1787 $500 first.

NORTH YARMOUTH, *Aug.* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1705), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

AMMI LORING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

CUMBERLAND, *ss:*

Personally appeared Ammi Loring, within named, and made oath he is the owner of the bond within indicat'. Before me.

Oct. 1, 1875,

THOMAS. B. REED,
Jus. Peace.

1,000$ first.

BEVERLY, MASS., *July* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 733 and 1624 of 500$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. H. TOWETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1788 $3,500 firsts.

NEW BEDFORD, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1373 to 1378, & 1100, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WM. G. BLACKLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

BALTIMORE, *July* 16*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 205 to 214, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCIS A. COOK,
Treasurer.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1789 1,000.

LEWISTON, M'E, *July 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of (2) two first ($500) mortgage bonds of the Central Railroad Company of Iowa (Nos. 124 and 1124), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M W. BOLSTER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

LEOMINSTER, MASS., *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2358, for $1,000; 356 & 1442, of $500 each), approves of the compromise measure recommended by the Boston and New York committes, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. L. BURDETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1790 $5,000 first.

NORTH LEOMINSTER, MASS., *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1580, 2311, 2312, 2313, for $1,000 ea.; 1379, 757, for $500 ea.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LEONARD BURRAGE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

BUFFALO, N. Y., *July 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $2,000.00 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 129 and 130), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. J. BAKER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1791 **$500 first.**

SCHENECTADY, *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 776, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MRS. ALBERT BROWN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 firsts.

HYDE PARK, MASS., *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2052, 2053, 2054, 2055, 2056, & 1787, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LAURA M. BATMAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1792 **$1,000 firsts.**

CAMBRIDGE, MASS., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1615, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. J. BROWN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000$ first.

BOSTON, *July 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2314, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. W. BALFINCH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1793 **2,000 first.**

PORTLAND, M'E, *Sept.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1235 & 1722, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD P. BANKS.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NORTHAMPTON, *Sept. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 181, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LUTHER BARSTOW.

Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1794 $5,000 first.

FISHERVILLE, N. H., *Sept.* 11, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of 5 first-mortgage bonds of 1,000 each, the Central Railroad Company of Iowa (Nos. 751, 752, 753, 754, 755), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DAVID A. BROWN.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

FISHERVILLE, N. H., *Sept.* 11, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of one $1,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2395), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. K. BROWN.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1795 1,500 first mort.

WEST HAMPTON, MASS., *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 230, 231, & 1267, of $500 ea'), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. H. BRIDGEMAN.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

PROVINCETOWN, MASS., *Sept.* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 626), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN BLACKMER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1796 $3,000 first.

NEW HACKENSACK, N. Y., *Aug.* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 54 & 75, of $500 each, 316 & 469, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M ROWE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 first.

KINGSTON, N. Y., *Sept. 18th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 779, 780, 781, 782, 783, 784, of $1,000 each, six thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHILIP F. RADCLIFF,
Executor of the estate of W'm H. Radcliff, deceased, of Staatsburgh, N.Y.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1797 $500 first.

RENN, N. Y., *Aug't 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1235, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JULIA SCOTT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$10,000 firsts.

NEW YORK, *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 104 to 114, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALEX. H. STEVENS, *Ex'r.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1798 $1,500 firsts.

WINTHROP, ME., *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1531, of $1,000, 893 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALBION P. SNOW.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000.

GRUBWILLER, 6 *Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1180 @ 1184, $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

VINNE NICHOLAS SCHLUMBERGER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1799 $1,000 firsts.

BROOKLYN, PA., SUSQU. CO., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1,000 mortgage bonds of the Central Railroad Company of Iowa (Nos. 2013, one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE SPALDING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

NO. YOURMOUTH, ME., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 742, of $1,000, & 1273, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L H. SWEETSER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Me.

1800 $2,000 first.

NEW YORK, *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 1599 and 1600, of 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. T. STERLING,
34 Union Sq'r.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

3,000 first.

NEW HARTFORD, *Sept.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1814, 1815, 1816, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY F. SHERMAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1801 $500 first.

ATHOL, MASS., *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 70), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARIA SMITH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

PROVIDENCETOWN, MASS., *July* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2566, one bond of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. B. SMITH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1802 $500 firsts.

PEORIA, N. Y., *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 175, deposited with Farmers' Loan & Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. W. SMITH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

SOUTH CARVER, MASS., *July 3d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of four firsts mortgage bonds of the Central Railroad Company of Iowa (Nos. 541, 435, 437, 52, respectively, of five hundred dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M SAVERY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1803 $5,000 first.

TEWKSBURY, *July* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 5,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 105, 500; No. 107, 500; No. 821, 1,000; No. 822, 1,000; No. 2057, 1,000; No. 2361, 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. P. SPALDING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

BINGHAMTON, N. Y., *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 172, $1,000; No. 1665, $500, registered), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SALLY S'T JOHN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1804 $1,000 firsts.

BINGHAMTON, N. Y., *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, the holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1118, $500; No. 1119, $500), approves of the compromise measure recommended by the Boston and New York

committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

VINCENT S'T JOHN,
Executor, &c.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500.

FOWLERVILLE, N. Y., *July* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 590, $500,) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. R. STICKNEY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1805 $2,000 first.

LITTLE FALLS, N. Y., 9*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1731 & 2747, of $1,000 each, two thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES SANDERS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

PLMOUTH, MASS., *Aug.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 1309 & 1310, '500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC N. STODDARD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1806 $500 first.

CAZENOVIA, N. Y., 10*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 422, of five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN SERVIA.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

CAZENOVIA, N. Y., *July 31st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 2 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1456, 1650, 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. CLARK SIMS.

Cazenovia, N. Y.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1807 $3,500 first.

SANDWICH, H. H., *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 738, 1243, & 1371, for $1,000 each, 362, for 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BEDEE VARNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

NO. SANDWICH, N. H., *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 313 & 1099), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE F. VARNEY.

(In pencil.)

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1808 $1,000 firsts.

GROV'LAND, N. Y., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 492, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L VANCE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$11,000 firsts.

TROY, N. Y., *August 19th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 977, 978, 979, 980, 1446, 1447, 1448, 1449, 1450, 2490, & 976, of one thousand dollars each, eleven thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. T. VANDESHEYDEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1809 $500.00.

YORK, N. Y., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $500.00 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 204, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. VAN EATON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

GROVELAND, N. Y., *Aug.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 187, $500, deposited Farmers' Loan & Trust Com'y), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES H. VANCE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1810 $2,000 first, 1,000 second.

JAMAICA, *August 23d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 2 first & 1 second mortgage bonds of the Central Railroad Company of Iowa (Nos. 2574 & 2575, and one second mortgage bond No. 328). I will here state that I approve of the compromise measure recommended by the Boston & New York committees, *approves of the compromise measure recommended by the Boston and New York committees*, and respectfully requests that such a decree may be ordered as will give effect to the measure.

PETER VAN SICLEN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 firsts.

COXSACKIE, N. Y., *Aug.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 203 first m'g bond, one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. J. VAN SLYKE.

Witness:
S. A. DWIGHT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1811 $2,000.

POMPEY CENTER, N. Y., *10th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 440, 441, of $500 ea'; 900 of $1,000, two thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DARIUS TAYBER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 first.

CAMBRIDGE, *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one $1,000 first mortgage bonds of the Central Railroad Company of Iowa (Nos. 3675 of 1,000$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CATHARINE UPHAM.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1812 $1,000 first.

EAST CORINTH, ME., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 244 of 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN THISSELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Me.

6,000 first, 5,000 second.

FREDERICK, M'D, *Aug.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of eleven mortgage bonds of the Central Railroad Company of Iowa, (Nos. 2239 to 2244, both inclusive of the 1st mortgage, and 853 to 857, " " " " 2d mortgage, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S E. TRAIL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1813 $2,000 first.

ROWLEY, MASS., *Aug.* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 935, 936, of $500 each; 1935 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FREDERICK TODD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

The undersigned say on oath that I am the owner of the within-named bonds.

FREDERICK TODD.

BOSTON, *Aug.* 13, 1875.

Acknowledged before me the day and year above written.

HENRY D. CLAR
Notary Public.

$1,000 first.

EAST HAMBURG, N. Y., *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 430, $1,000 bond), approves of the compromise measure recommended by the Boston and New York committees, and respecfully requests that such decree may be ordered as will give effect to the measure.

M'R'S REV. E. TAYLOR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1814 $1,500 first.

MARBLEHEAD, MASS., *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1061, 1116, 1059, of 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. P. TURNER.
J. P. TURNER, J'R.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$18,500 first.

PORTLAND, , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 2693, 2694, 746, 1314, 2107, 2698, 2423, 1453, 559, 692, 1227, 1238, 2689, 2690, for $1,000 each, and 1744, 256, 560, 559, 123, 1521, 1692, 454, 803, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY Z. TIMMONS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

I, the undersigned, on oath, say that I am the owner of the within-named bonds.

H. Z. TIMMONS.

PORTLAND, ME., *Aug.* 11, 1875.

Before me.

CHA'S W. LORD,
Notary Public.

1815 $1,000 first.

BEVERLY MASS., *July* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 56, for $500; 1301, for 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE THISSELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

PARIS, *July 23rd*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 272, of 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOEL B. THAYER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1816 **$1,000 first.**

DANVERS, MASS., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1848, 1147, of five hundred each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. W. TRASK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
Forwarded by W. Leventhon, July 20, 1875.

$1,000.

DANVERS, MASS., *July 16th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 236, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALFRED TRASK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.
(In pencil:) Forwarded by W. S. Wertz, July 20, '75.

1817 **$500 first.**

MIDDELLEBORO, MASS., *Aug. 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 352, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SIDNEY TUCKER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
The above-named bond has been stolen.

$1,000 first.

BANGOR, M'E, *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1365), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. S. TALCOTT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1818 I, the undersigned, on oath do say that I am the owner of the within-described bonds.

DAVID D. STEWART.

Subscribed and sworn to before me Sept. 2, 1875.

[SEAL.] E. G. WYMAN,
Notary Public.

1819 $6,000 first.

S'T ALBANS, M'E, *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 899 & 1325 to 1329 & 1348, 1566, of $500 each; 139 & 2027, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DAVID D. STEWARTE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to D. B. Reed, Portland, Maine.

$1,000 first.

ROME, N. Y., *Aug.* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1907, of 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PETER STRYKER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1820 $1,000 seconds.

BEVERLY, MASS., *July* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 473, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M R. GORDON,
Adm. of the Estate of Stephen Masury.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000$ second.

BEVERLY, MASS., *July* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 918, of 1,000$), approves of the com-

promise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. A. SIMONDS,
Per H. S. BATCHELDER,
Executrix.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1821 $24,000 seconds.

BALTIMORE, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 291 to 298, 838 to 842, 289, 290, 175, 188, 380, 498, 499, 500, 699, 700, 721, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM McKINE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000$ second.

NORTHTON, *Sept.* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one 2nd-mortgage bonds of the Central Railroad Company of Iowa (Nos. 596, one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. D. BARTLETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1822 I, the undersigned, on oath say that I am the executor of S. L. Hinckley, & that I hold the within-named bonds as such.

HENRY R. HINCKLEY.

STATE OF MASSACHUSETTS,
County of Hampshire, ss:

NORTHAMPTON, *Aug.* 10, '75.

Then personally appeared before me the above-named Henry R. Hinckley, who acknowledged the within instrument to be his free act.

[SEAL.] CHAUNCY H. PIERCE,
Notary Public.

1823 $3,000 seconds.

NORTHAMPTON, MASS., *Au.*, 1875.

To the circuit court of the United States for the district of Iowa:

[illegible]

New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY R. HINCKLEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1824 50,000 #

NEW YORK, *28th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 345 @ 350, 411 @ 420, 546 @ 550, 659 @ 667, 843 @ 851, 886 @ 896, of $1,000 each, fifty thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. W. FORD,
Cas. Nat'l Bank of the Republic.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2,000$ second.

BOSTON, MASS., *Sept.* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Rrairoad Company of Iowa (Nos. two hundred & fifteen and two hundred and sixteen, of 1,000$ each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE DENHAM.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1825 26,000 seconds.

BALTIMORE, *July* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 181 to 187, inclusive, 475 to 491, inclusive, 496 & 497, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS KENSETT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

4,000$ seconds.

PORTLAND, M'E, *Aug.* 10, 1875.

M'E DIST, *Aug.* 10, 1875.

I, W. H. Stephenson, do solemnly swear that I am the owner and possessor of the within-described bonds.

W. H. STEPHENSON.

Subscribed & sworn to before me.

EDWARD FOX,
U. S. Dist. Justice Peace.

1826 $20,000 seconds.

BALTIMORE, *July 16th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 741 to 750, 678, 679, 680, 681, & 864, 865, 866, 867, 868, & 869, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCIS A. COOK,
Treasurer.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Balto. Equit. Soc'y.

$6,000 seconds.

MARSHALLTOWN, IA., *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 615, 616, 617, 618, 619, 620, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. E. J. BOARDMAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1827 $2,000 seconds.

BATH, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 227 and 228, for one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CALEB WINSLOW.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 229, for one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JANE V. WINSLOW.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1828 **$10,000 seconds.**

WASHINGTON, D. C., *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 537 to 545 & 870, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. ROSS RAY.

(Endorsed:) Filed Oct 11, 1875. George B. Corkhill, clerk.

$2,000 seconds.

PORTLAND, ME., *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 878, 879, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. W. McKENNEY, *Att'y*.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

I, the undersigned, on oath say that, as agent & attorney for the estate of Eleazer McKinney, I hold the within named bonds belonging to said estate.

F. W. McKENNEY, *Att'y*.

PORTLAND, ME., *Aug.* 1, 1875.

Before me.

[SEAL.]

CHAS. W. FORD,
Notary Public.

1829 **$2,000 seconds.**

BOSTON, *27th Sept.*, 1875.

the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 382 & 381, of $1,000 each), approves of the compromise measure recommended by the Boston and New York

committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC M. CATE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 second.

CONSTABLEVILLE, N. Y., *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 2d mortgage bonds of the Central Railroad Company of Iowa (Nos. 107 & 108, $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. M. GOFF.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1830 $15,000 seconds.

BOSTON *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 225, 562, 566, 647, 735, and 801 to 810, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. J. BOARDMAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

3,000$ seconds.

MARSHALLTOWN, IOWA., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 611, 612, 613, $1,000 each—$3,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

TIMOTHY BROWN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1831 $20,000 seconds.

NEW YORK, *July 22d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 357 to 376, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE BLISS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$28,000 seconds.

TAUNTON, MASS., *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 383 to 410, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM MASON,
By W'M H. BENT, *Att'y.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1832 ($12,000 seconds.)

PORTLAND, MAINE, *Aug.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 621, 622), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MAINE SAVINGS BANK,
By A. M. BURTON, *Treas.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath, say that I am the treasurer of Maine Savings Bank, and that said bank owns the within named (twelve thousand) second-mortgage bonds.

A. M. BURTON,
Tr. Maine Savings B'k.

Before me.
[SEAL.]

HOWARD GOULD,
Notary Public.

1833 $10,000 seconds.

BALTIMORE, *July 16th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 230 to 239, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THO'S C. JENKINS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$30,000 seconds.

BALTIMORE, *July 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 301 to 308, inclusive; 421, 422, 423, 833, 834, 835, 836, 837, 300, 296, 200, 199, 629, to 638, inclusive, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THO'S KELSO.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1834 $1,000 seconds.

BALTIMORE, *July 16th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 279 to 288, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ENOCH PRATT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$10,000 seconds.

BALTIMORE, *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JNO. H. B. SLETE & CO.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1835 2,000 second.

GARDINER, MAINE, *Aug't* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Centra Railroad Company of Iowa (Nos. 693 & 694, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. M. HOLMES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath say that I am the owner in part & executor of the estate of Tho's Wrenn, of the within named bonds.

GEO. M. HOLMES.

KENNIBEC,
Gardiner, ss:

Acknowledged before me this sixth day of August, 1875.

[SEAL.] GEO. F. ADAMS,
Notary Public.

1836 The undersigned, on oath, says that I am the owner of the within-named bonds, to the amount of fifteen hundred dollars, and the balance in $500 is the property of Sam'l Trash, now of London, Eng., by whom I am authorized to become a party to said measure; the two bonds are in my possession.

EDWARD FOX.

ME. DIST., *Aug.* 10, 1875.

Subscribed and sworn to before me.
[SEAL.]

W'M P. PREBLE,
Clerk U. S. D. C., Maine.

1837 2,000 second.

PORTLAND, ME., *July 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 222, 583, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD FOX.

(Endorsed): Filed Oct. 11, 1875. George B. Corkhill, clerk.

1838 The undersigned, on oath, say that Mes'r's B. E. Potter & Bro. are the owners of the within-named bonds.

B. E. POTTER & BRO.

STATE OF MAINE,
Kennebec, ss:

AUG. 14, 1874.

Subscribed & sworn to before me.
[SEAL.]

E. W. WHITEHOUSE.
Just. of the Peace & Notary Public.

1839 $5,000 seconds.

UTICA, N. Y., *August* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 88, 89, 90, 91, & 92, of $1,000 each, five bonds, amounting to $5,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN C. HOYT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 seconds.

AUGUSTA, ME., *Aug. 13th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central

Railroad Company of Iowa (Nos. 692, 695, 696, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. E. POTTER & BRO.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1840 The undersigned, on oath, say that I am the owner of the within-named bonds.

HORACE ABBOTT.

STATE OF MASSACHUSETTS,
City of Boston :

AUG. 31, 1875.

Sworn & subscribed before me the above date.
[SEAL.] HENRY D. CLARY,
Notary Public.

1841 $84,000 seconds.

BALTIMORE, *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1 to 70, 751 to 764, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HORACE ABBOTT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1842 $1,000 seconds.

PORTLAND, MAINE, *August* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 882, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. M. PAYSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

I, the undersigned, on oath say that I am the owner of the within-named bonds.

H. M. PAYSON.

PORTLAND, M'E, *August* 11, 1875.

Before me,

CH'S W. FORD,
Notary Public.

1843 $5,000 seconds.

BOSTON, *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 467, 468, 469, 470, & 471 all second m't'g, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

IRA M. CONANT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

6,000$ seconds.

PORTLAND, MAINE, *July 6*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 558, 559, 560, 561, 627, 628, being six bonds of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE F. TALBOT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1844 1,000 2nd.

BEVERLY, *Aug.* 11, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. #873), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. D. KILHAM.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

[Hassler & Co., Railroad Bonds, 7 Wall st., N. Y.]

$2,000 seconds.

JULY 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 2d-mortgage bonds of the Central Railroad Company of Iowa (Nos. 465, 466, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE M. T. EVERETT,
Lawrence, Mass.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1845 2,000 seconds.

BOSTON, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 564 & 565 for $1.000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE H. FOLGER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000$ second.

BEVERLY, MASS., *July* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 883 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PERKINS HASKELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1846 $27,000 seconds.

BALTIMORE, *July 16th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 151 to 156, 170, 189 to 198, 816 to 825, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THO'S WILSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 seconds.

UTICA, N. Y., *Aug't* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 96 to 100 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ROB'T S. WILLIAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1847 $2,000 seconds.

LEWISTON, ME., *July 15th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central

Railroad Company of Iowa (Nos. 379 & 444 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRED. B. SANDS.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$15,000 second.

BALTIMORE, *July 17th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 429 to 443 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BROTHUS BONINGER.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1848 **$5,000 seconds.**

UTICA, ONEIDA COUNTY, N. Y., *July* 6, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 81, 82, 83, 84, & 85, $1,000 each ; total, $5,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

RUSSELL WHEELER.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 seconds.

NEW BEDFORD, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 722, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISIAH WEST.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1849 I, the undersigned, on oath say that I am the president of the Lewiston Institution for Savings, & that said institution is the owner of the within-named bonds.

J. G. COLBURN.

Acknowledged before me.
[SEAL.] F. W. PARKER,
Notary Public.

LEWISTON, *Aug.* 5, 1875.

1850 20,000 second.

LEWISTON, *5th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 448 to 464 inc., 492, 674, 675, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LEWISTON INSTITUTION FOR SAVINGS.
J. G. COBURN, *Pres't.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1851 The undersigned, on oath, say that I visited S. N. Barnard the person signing the within petition, in Vermont; that he is a farmer residing at a place remote from any considerable settlement, & therefore inaccessible to a notary public.

That I saw the within-named bonds. Moreover the books of the railroad co. show him to have been charged with as many bonds.

ISAAC M. CATE.

BOSTON, *Aug't* 13, 1875.

Acknowledged before me the day & year above written.

[SEAL.] HENRY D. CLARY,
Notary Public.

1852 9,000$ seconds.

BANK OF NORTH AMERICA, NEW YORK, *Sept.* 24, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 493, 494, 495, 682, 683, 684, 685, 686, 687, each of $1,000 = $9,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such dectee may be ordered as will give effect to the measure.

J. A. BEARDSLEY.
Cashier.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$9,000 seconds.

SPRINGFIELD, V'T, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 516, 924, 900, 344, 343, 342, 520, 518, 517, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. N. BARNARD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1853 **1,000$ second.**

MARSHALLTOWN, I'A, *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (No. 614, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. N. PICKERING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

3,000 seconds.

NORTHBOROUGH, MASS., *Aug. 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of three second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 656, 657, 658), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CYRUS GALE.

Witness:
HORACE ABBOTT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1854 **$1,000 second.**

UTICA, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 130, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

P. R. ROGERS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 second.

UTICA, N. Y., *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 100, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. WALKER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1855 **$4,000 seconds.**

NEW MARKET, F'R'D'K CO., M'D, *July 31st*, 1875.

To the circuit court of the United States for the district of Iowa;

The undersigned, holder of four (4) 2nd-mortgage bonds of the Central Railroad Company of Iowa (Nos. 567, 568, 569, 570, second mortgage for 1,000$ each; also four (4) scrip bonds for funded interest, Nos. 567, 568, 569, 570, for $139 $^{66}_{00}$ each, making total $4,558.64), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M DOWNEY.

Witness:
J. W. DOWNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$11,000 seconds.

BOSTON, 7 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 648 to 655 inclusive, 668, 669, & 670), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM BALLAMY,
Executor of Estate of William Bellamy.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1856 **$10,000 seconds.**

DUBUQUE, I'A, *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 688, 689, 690, 691, 858, 859, 860, 861, 862, 863, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. M. H. SHEFFIELD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 seconds.

LEEDS JUNCTION, M'E, *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 332, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

BENJAMIN HODSDON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1857 $1,000, seconds.

FREEMAN, ME., *July* 31*st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 445, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISRAEL R. BRAY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Please return to T. B. Reed, Portland, Maine.

$1,000, second.

BATH, ME., *July* 31*st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 335, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SEWELL WATSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.
(In pencil:) Please return to T. B. Reed, Portland, Maine.

1858 $1000, seconds.

FREEMAN, ME., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 446, of $1000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. J. W. HACKITT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Please return to T. B. Reed, Portland, Maine.

$2,000, seconds.

WILTON, ME., *Aug.* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 880 and 881), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SETH BASS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1859 $2,000, seconds.

UTICA, N. Y., *Aug.* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 123 & 124, of $1,000 each = $2,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANDREW J. McINTOSH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000, seconds.

NEW BEDFORD, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 830, 831, 832, 826, 827, 828, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. E. GORDON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1860 $20,000, seconds.

GARDNER, MASS., *July* 15*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 145, 208, 250, 251, 252, 309, 310, 311, 312, 329, 339, 359, 353, 354, 355, 356, 786, 897, 898, 899), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. F. PEABODY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

3,000, seconds.

SCHENECTADY, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 255, 318, & 799), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. E. ANGLE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1861 $1,000, seconds.

BOSTON, *July* 10*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 243, due, $1,000, deposited with Farmers' Loan & Trust Co. N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MATTHEW P. ELLIOT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 seconds.

SCHENECTADY, N. Y., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

To the undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 378, 259, 258, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALBERT BROWN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1862 15,000.00 seconds.

BROCKTON, MASS., *Aug. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 523, 524, 525, 623, 624, 625, 626, 701, 702, 700, 765, 766, 767, 768, 769, of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD SOUTHWORTH, *Tr's.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000$ second.

BOSTON, *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 351, of 1,000$, deposited with Farmers' Loan & Trust Co. N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. B. PAGE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1863 $1,000 seconds.

BOSTON, *Aug. 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 526, deposited with Farmers' Loan & Trust Co. N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THEOPHILUS W. WHITING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 seconds.

EVERETT, PA., *July* 20, 187 .

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second mortgage bonds of the Central Railroad Company of Iowa (Nos. 253 and 313), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. J. NYCUMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1864 2,000$ seconds.

BOSTON, *Sept.* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 720 & 875), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure, and revokes all previous powers of att'y or other authorizations inconsistent with foregoing.

LEVI H. KEMP.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 second.

BOSTON, *Aug.* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 736), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN A. ENGDAHL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1865 1,000 seconds.

NO. CHELMSFORD, MASS., *July 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 673), denomination one thousand dollars, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

OLIVER CUMMINGS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$8,000 second.

S'T LOUIS, MO., *Aug. 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad of Iowa (Nos. 336, 337, 338, 424, 425, 426, 427, & 428, 8 bonds, for one thousand dollars each, with coupons attached from and including No. 4, due April, 1873, and holder of the receipts of the Farmers' Loan & Trust Co. of New York, trustees for the same (No. 35, dated July 7th, 1875), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

NATHANIEL HOLMES,
Of S't Louis, Mo.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1866 **$3,000 seconds.**

QUINCY, MASSACHUSETTS, *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 135, 136, 137, one thousand each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES A. STETSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 seconds.

CORNISH FLATS, *Aug't* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 2d-mortgage bonds of the Central Railroad Company of Iowa (Nos. 587 and 219, one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH B. COWRINSY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1867 **$1,000 seconds.**

SARATOGA SPRINGS, 18*th Aug't*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 254, one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN M. DONNAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 seconds.

WEATHERSFIELD, VT., *July 3d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 2 1,000$ 2d-mortgage bonds of the Central Railroad Company of Iowa (Nos. 909, 220, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES B. DAVIS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1868 $2,000 seconds.

GALWAY, 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 795 & 796, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LILLA McKINDLEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$9,000 seconds.

NEWPORT, 7 *August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 270 to 278, of $1,000 each, nine thousand dollars second mortgage b'ds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M A. WHEELOCK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1869 $1,000 seconds.

GALWAY, N. Y., *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 320 for one thousand dollars, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ABEL S. WHITLOCK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 seconds.

13 BELHAVEN TERRACE, G'T WESTERN ROAD,
Glasgow, July 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 639, 640, 641, 642, 643, 644), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY SIMSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1870 $1,000 seconds.

GALWAY, 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 797, of $1,000, one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY McKINDLEY.
ROBERT KELLY, *Att'y.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 second.

GALWAY, 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 793, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M KELLY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1871 3,000 second.

SCHENECTADY, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 321, 322, & 323), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. W. HUNTER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 seconds.

GALWAY, *August* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 325, for one thousand dollars, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

IRA BROCKETT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1872 $2,000.

YONKERS, NEW YORK, 11*th Oct.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 605 & 606, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. P. CLAPP,
Att'y for Geo. H. Clapp.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000.

STANFORD, C'T, 5*th Oct'r*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 131 & 132, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY WEBB.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1873 $14,000 seconds, $55,000 thirds.

BOSTON, *October* 4*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second & third mortgage bonds of the Central Railroad Company of Iowa (Nos. 502 to 515, inclusive, of the second-mortgage bonds, of $1,000 each; Nos. 446 to 500, inclusive, of the third-mortgage or traffic bonds, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure, waiving no legal rights there may be against the seller of above-mentioned bonds.

JAMES F. EDWARDS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$10,000 seconds

BALTIMORE, *Sept. 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 571 to 580, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. HENRY STICKING.

Witness:
JOHN TEMPLETON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1874 **$1,000.**

STAMFORD, C'T, 5 *Oct.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2752, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. B. GLENDENING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

HARRISBURG, P'A, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1730, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH GROSS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1875 **$500 first.**

NEW YORK, *25th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 530, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. W'M GAUE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000.

LYON, 3 *Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 1st-mortgage bonds of the Central

Railroad Company of Iowa (Nos. 1178, 1179, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. G. GOURD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1876 $2,000 firsts.

PROSPECT, M'E, *July* 25, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1215, 1,000; 576, 500; 480, 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. A. GRIM.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, M'e.

$500 firsts.

NEW WOODSTOCK, 10*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1136, of five hundred doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. H. GAGE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1877 5,000$ first.

WASHG. CITY, D. C., *July* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 927, 933, 934, 941, and 942, each of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

Compromise June, 1875.

H. A. GOLDBOROUGH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

LEBANON, N. Y., *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 573, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. L. GROSVENOR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1878 $1,500 firsts.

PO'KEEP'IE, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (No. 470, $1,000, No. 55, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. G. ELMENDORF.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

NORTHAMPTON, MASS., *Aug.* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 853, 611, $1,000, $500), deposited with Farmers' Loan & Trust Co., N. Y., approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY L. EDWARDS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1879 1,000$ first.

BROCKTON, MASS., *Sept.* 1, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2524, $1,000.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MILLEY ESTES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first,

RED HOOK, N. Y., *Aug.* 25, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1351, for $1,000, & 1040 & 617, for $500 each), the sum total being two thousand dollars ($2,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS ELMENDORF.

Witness:
R. L. MASSOUMAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1880 5,000 first, 5,000 seconds.

PHILADELPHIA, *September* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1695, 1696, 1697, 1991, and 1992, for one thousand dollars each, and of the second-mortgage bonds of said company, Nos. 811, 812, 813, 814, & 815, for one thousand dollars each, in all ten thousand dollars of 1st & 2d mortgage bonds), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

The Fidelity Insurance, Trust & Safe Deposit Company of Philadelphia, administrators pendente lite of the estate of Reese W. Flower, dec'd,

[SEAL.] Per JOHN B. GEST,
Vice-President.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

[Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

$500 first.

SO. WILLIAMSTOWN, MASS., *August 3d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 306, for five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANKLIN E. FOSTER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1881 $500 first.

BEVERLY, MASS., *July* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 331, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCIS FORNISS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1,000 first.

PORTLAND, *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1695, 1701, for five hundred dollars each), approve of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCIS FESSENDEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1882 (Endorsed:)

The undersigned on oath say that I am the owner of the within-named bonds to the amount of ten thousand dollars, and that two thousand dollars of them belong to my wife and children, by whom I am fully authorized to act in their behalf, and become party to the proposed plan. All of said bonds, $12,000, are in my possession.

EDWARD FOX.

ME. DIS., *Aug.* 11, 1875.

Subscribed and sworn to before me.

[SEAL.]

WM. P. PREBLE,
Clerk U. S. D. C., Maine.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

1883 $500 first.

MILFORD, MASS., *Oct.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 500 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 152, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LOUIS FALE.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

12,000 firsts.

PORTLAND ME., *July* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 23 to 27 inclusive, $1,000 each; 2043 to 2049 inclusive, $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD FOX.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1884 $1,000 firsts.

POUGHKEEPSIE, N. Y., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 7, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH FLAGLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, cerk.

$2,500 firsts.

BANGOR, ME., *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2031 of $1,000, & 1421, 1480, 314, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. H. FOGG.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1884 $2,000 firsts.

BANGOR, ME., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2076, of $1,000, & 1200, 1139, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. W FIELD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

GLOUCESTER, MASS., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1399 & 1266, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES FITZ.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1886 [Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

$1,500.

PALMER MASS., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 18, 71, 456, of 500$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. W. FRENCH.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

867 [Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

$1,000.00.

PALMER, MASS., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2728, 1,000$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. W. FRENCH, *Trustee.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,500 firsts.

DURHAM, N. HAMPSHIRE, *July* 15*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of the first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 361, 460, 755, 500 doll's each, five hundred doll's, & No. 2307, 1,000 doll's, one thousand), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

G. & W. FPOST.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, Clerk.

1888 1,000 first.

LEWISTON, ME., *July* 24*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1467, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN M. FRYE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to L. B. Reed, Portland, Me.

$14,000 firsts.

BANGOR, ME., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 663, 656, 673, 664, 662, 672, 658, 661, 671, 659, 1258, 1257, 1259, 2260, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

Z. P. EASTR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1889 **$5,000 firsts.**

UTICA, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1838, 1839, 1840, 1855, 1856, one thousand each, total, five thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. A. EVERTS.

(Endorsed:) Filed Oct. 11, 1875. George B Corkhill, clerk.

$500 firsts.

UTICA, N. Y., *August* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1027, five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M H. ESTES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1890 **$1,000 first.**

EVERETT, MASS., *Aug.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 846, for one thousand dollars, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HARRIET G. EMMONS.

(Endorsed:) I hereby certify under oath that I am the owner of the within-named bond (first mortgage) of the Central Railroad of Iowa.

Sworn to before me—

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

BUFFALO, N. Y., *Aug.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1579, of one thousand dollars, withdrawing all former approvals and petitions), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MILO B. EAMES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1891 **$1,000 first.**

BOSTON, *July* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2568, denomination $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MATTHEW P. ELLIOT.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts.

ROME, N. Y., *Aug. 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1327 & 1328, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES ELWELL.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1892 **$1,500 firsts.**

BRIDGEWATER, MASS., *Oct.* 5, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 840, for $500; 1789, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CALEB HOBART.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

[Hassler & Co., railroad bonds, 7 Wall st., N. Y.]

1,000$ first.

LEDYARD, *August 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 334 & 529, of 500 dollars each, with coupons attached), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MATHIAS HUTCHINSON.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1893 2,500 first.

GARDINER, MAINE, *Aug.* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 600 & 2,360, of $1,000 each; 1815, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. M. HOLMES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(Endorsed:)

I, the undersigned, say that I am owner in part & executor of the estate of Tho's Wreem of the within-named bonds.

GEO. M. HOLMES.

Acknowledged before me this sixth day of August, 1875.

[SEAL.] GEO F. ADAMS,
Notary Public.

KENNEBEC,
Gardiner, ss:

$1,000 firsts.

BREWER, M'E, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1616, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CATHARINE S. HARDY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1894 $500 first.

BRIDGEWATER, MASS., *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 163s of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

N. H. DUNPHE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

UTICA, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 1228, 1229, 1230, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. HURLBURT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1895 $1,500.

NEW YORK, *Aug.* 4, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of three mortgage bonds of the Central Railroad Company of Iowa (Nos. 364, 482, & 885, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOANNA MICHIL.
By CHARLES W. HASSLER,
Att'y in Fact.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

PLYMOUTH, MASS., *Sept.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (for 500$ No. 921), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM H. NELSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1896 Know all men by these presents, that I, Joanna Michil, of Washington, in the District of Columbia, being the holder and owner of three of the first-mortgage bonds of the Central Railroad of Iowa, of $500 each, with coupons numbered 8, 9, & 10, due and unpaid, and held in trust by the Farmers' Loan and Trust Company, N. Y., and which bonds are numbered respectively, as follows, viz: 364, 482, and 885, have made, constituted, and appointed, and do hereby make, constitute, and appoint, Charles W. Hassler, my attorney and agent for me, in my name, place, and stead, to vote as my proxy at any meeting or meetings of the holders of said bonds on any questions which may arise, and to cast the number of votes which I would be entitled to cast if personally present, and generally to perform any act or acts in relation thereto; and, further, to represent me in any purchase 1897 which said bondholders, or a majority in interest of them, may make of said mortgaged premises and franchises for the purpose of reorganization or otherwise, and to use any of my said bonds and coupons in payment pro rata in making such purchase, and to do all things necessary and proper for the purpose of such reorganization, and to represent me upon all occasions upon which the necessity for action may arise, or upon which action may be expedient to be taken, to promote my interest as the holder of said bonds, and to take such action and make such use

1898 and disposition of said bonds on all such occasions as to my said attorney may seem proper and conducive to my interests as the holder thereof, hereby ratifying what my said attorney may lawfully do by virtue hereof.

In witness whereof I have hereunto set my hand and seal this twenty-second day of September, 1874.

JOANNA MICHIL. [SEAL.]

Witness:
C. A. WATERMAN.

1899 $1,000 first.

NORTHAMPTON, *Aug.* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 864, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY E. NORTON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

MUNSON, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of the first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1575, 1576, 1578, amount of bonds $3,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M S. NICHOLS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1900 $1,000 first.

MUNSON, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of the first-mortgage bonds of the Central Railroad Company of Iowa Nos. 1691, one bond, $1,000, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M H. NICHOLS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

MEDFORD, MASS., *Aug.* 19*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad of Iowa Nos. 1263, 524, 525, 526, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM J. NICKERSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

D.

1901 $1,000 first.

JOHNSONVILLE, N. Y., 20 *Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 621, of one thousand dollars), hereby revoking all former powers and instructions given by me, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. H. NOBLE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Mail to G. E. Faintor, 20 Broad st., New York.

$1,000.

KENNEBUNK, *July 3d*, 1875

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 2 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1590, 1591, value, $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH T. MASON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1902 $2,000 firsts.

LYNN, MASS., *Aug. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1589 & 2348, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDW'D NEWHALL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$13,000 firsts.

HARRISBURG, PA., *Aug. 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1408, 1409, 1410, & 2128 to 2137, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JULIA A. BRIGGS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1903 $2,500.

CAZENOVIA, N. Y., 10 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 425, 427, 1009, of $500 each; 872, of $1,000, = twenty-five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ORLANDO ALLEN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

PHILADELPJIA, *July* 26, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 203), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANK H. ARRSEX.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1903½ $1,000 bonds first.

LEWISTON, M'E, *Sept. 21st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1740 and 1746, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOANNA BRADLAY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$11,000 first.

CAZENOVIA, N. Y., *10th Sept*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 806 @ 815, 832, [832, 852, erased,] of $1,000 each, eleven thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ALVAN BLAIR.

Witness:
E. S. CARD.

The 2 numbers erased I have disposed of.

A. BLAIR.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1904 $1,500 first.

CAZENOVIA, N. Y., 10*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 873, of $1,000; 1632, of $500, fifteen hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. K. BLAIR.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

NEW YORK, 25*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 318, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree my be ordered as will give effect to the measure.

JACOB BOYDELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1905 $5,000 first.

NORTHAMPTON, *Sept. 28th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 706, 707, 708, 709, 710, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LUCAS BRIDGMAN,
Exector Will of Clark Bridgman.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000.

STAMFORD, C'T, 5 *Oct.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (No. 834, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M. T. BERRIEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1906 $5,000.

N. YORK, *Oct.* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2294 to 2298, inclusive, of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. W. B. CANNING.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first m'rt'ge.

BOSTON, MASS., *Aug.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 4 of 1770, 1600, 723, 724, each of $500; 1 of 2437, of $1,000, deposited with Farmers' Loan and Trust Co., N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE A. CHAFFEE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) 2473 Doty's.

1907 $4,000 firsts.

BOSTON, *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of six first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 188, 189, 190, & 744, denomination 500, & 1295 & '6, den. 1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

R. D. COOK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

BINGHAMTON, *13th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1287 of $1,000; 310 & 233 of $500 each—two thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ANN E. CORNWALL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1908 $500 first.

BOSTON, *July 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 461 of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. S. CHAMBERLINE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500.

NEW YORK, *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 220, for $1,000; 82, for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SILAS CASEY.
By CHARLES W. HASSLER,
Att'y in Fact.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1909 Know all men by these presents that I, Silas Casey, being the holder and owner of $1,500 of the first-mortgage bonds of the Central Railroad of Iowa, with coupons from July 15th, 1873, due and unpaid, and which bonds are numbered respectively as follows, viz: $1,000, 220, $500, 82, have made, constituted, and appointed, and do hereby make, constitute, and appoint, Charles W. Hassler my attorney and agent, for me, in my name, place, and stead, to vote as my proxy at any meeting or meetings of the holders of said bonds, on any questions which may arise, and to cast the number of votes which I would be entitled to cast if personally present, and generally to perform any act or acts 1910 in relation thereto; and further, to represent me in any purchase which said bondholders or a majority in interest of them may make of said mortgaged premises and franchises for the purpose of reorganization or otherwise, and to use any of my said bonds and coupons in payment pro rata in making such purchase, and to do all things necessary and proper for the purpose of such reorganization, and to represent me upon all occasions upon which the necessity for action may arise, or upon which action may be expedient to be taken to promote my interest as the holder of said bonds, and to take such action and make such use and disposition of said bonds on all such occasions as to my said attorney may seem proper and conducive to my interest as the holder 1910½ thereof, hereby ratifying what my said attorney may lawfully do by virtue hereof.

In witness whereof I have hereunto set my hand and seal this 28th day of September, 1874.

SILAS CASEY. [SEAL.]

Witness:
JAS. J. NEAL.

1911 $5,000 firsts.

ROCKPORT, M'E, *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1612, 1613, 1614, 2344, 2345, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. F. RICHARDS,
Treasurer Camden Savings Bank.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Me.

$1,000 first.

WESTERLY, R. I., *Aug.* 6*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1312), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

OTIS P. COTTRELL.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) H. J. Boardman, 35 Court s't, Boston.

1912 Firsts, $1,500.

SCHENECTADY, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 620, of $1,000, 42, of 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M CHRISLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

NEW YORK, *July* 19*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1662 and 1663, five hundred dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH CROSSMAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1913 $500 firsts.

NEW YORK, *July 19th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1443, for five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W. G. CROSSMAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

BOSTON, *27th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1135 & 1666, of $500 each; 2691, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC M. CATE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1914 $500# first.

CAZENOVIA, N. Y., *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 429, $500#), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. S. CARD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

CAZENOVIA, *10th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 140 & 141, of $500 each, one thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. W. CAMERON,
Executor.
M'R'S C. BISHOP,
Executrix of the last Will & Testament of Tho's P. Bishop, dec'd.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1915 $3,000# first.

FAYETTEVILLE, N. Y., 10 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2584, 2585, & 2586, $1,000 each, three thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DAVID COLLINS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

NEW WOODSTOCK, N. Y., 10 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 874, of $1,000, 428, of $500; fifteen hundred dolls.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAM'L C. CORBIN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1916 $1,000 first.

BATH-ON-THE-HUDSON, N. Y., 8 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1558, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAMUEL COOK.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) G. E. Taintor, 20 Broad s't, New York.

$1,000 first.

GALWAY, N. Y., 9*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1781, of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EBEN COOK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1917 (Endorsed:)

I, James M. Clark, on oath say that the statement within made as the ownership of the bonds of the Central R. R. Co. of Iowa, is true.

JA'S MUNROE CLARK.

STATE OF CONNECTICUT,
County of New London, *ss:*

On this 24th day of August, 1875, personally appeared Ja's M. Clark, and made oath to the within and foregoing statement by *by* him subscribed.

Before me.

W. H. H. COMSTOCK,
Notary Public.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

$4,500, 1st mort. J. M. Clark, compromise.

1918 $4,500 first.

NIANTIC, NEW LONDON CO., CONN., *Aug. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $4,500 mortgage bonds of the Central Railroad Company of Iowa (Nos. 569, 567, 568, 570, each one thousand dollars, and No. 278, five hundred dollars—the above-named bonds were 1st mortgage, convertible after five years, & $16,000 per mile of finished road), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JA'S MONROE CLARK.

Witness:
P. O. MUNN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 firsts.

NEW LONDON, *Aug. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $1,500 mortgage bonds of the Central Railroad Company of Iowa (Nos. 501, $1,000; No. 149, $500—the above bonds are 1st mortgage, convertible after five years, & $16,000 per mile of finished road), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JESSE COMSTOCK.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(Endorsed:)

When Jesse Comstock signed the within, I was not aware that it was necessary for him to make oath to it. He lives some miles from the city, not easily to come at. I know that he is the owner of the bonds, for I sold them to him, & now hold them for him for safe keeping.

(S'g'd) P. C. TURNER,
Late Cashier of the First National Bank of this City.

Filed Oct. 11, 1875. $1,500; 1st mort.; Jesse Comstock, compromise.

1919 **$500 first.**

PLYMOUTH, MASS., *Aug.* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa, for 500$, Nos. 1772, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY H. JACKSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

LEOMINSTER, MASS., *July 29th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1041, 1590), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EPHRAIM JOHNSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1920 **$6,000 firsts.**

BUFFALO, *Sept. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2624, 2625, 2626, 2627, 2628, 2629, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. R. JEMET.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.
(In pencil:) Mail to G. E. Taintor, 20 Broad s't, N. Y.

$1,000 first.

UTICA, 10 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 76 & 77, of $500 each, one thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ROBERT R. JONES.

In presence of—
P. W. ROGERS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1921 **$2,000 first.**

POUGHKEEPSIE, N. Y., *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 197, 198, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JARVIS W. GARMAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Sign this B. North, by North Oneter.

$4,000 firsts.

WILLIAMSTOWN, 30 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 937, 938, 939, 1965, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

N. H. GRIFFIN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Mail to G. E. Taintor, 20 Broad s't, New York.

1922 **$17,000 firsts.**

PORTLAND, , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1415, 1782, 1783, 1784, 1785, 1786, 1796, 1797, 1798, 2072, 2269, 2270, 2271, 2272, 2273, 2274, 2275, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S A. GILSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(Endorsed:) I, the undersigned, on oath say that I am the owner of the within named bonds. Cha's A. Gilson.

Portland, Me., Aug. 4, 1875. Before me. Cha's W. Ford, notary public. [SEAL.]

$3,000 firsts.

SEABROOK, N. H., *July* 12, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $3,000 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 665, 880, and 415, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDWARD L. GOVE.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1923 **$2,000 first.**

NORTHBOROUGH, MASS., *August 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1440, 32, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SUSAN H. GALE.

Witness:
HORACE ABBOTT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEW BRAINTREE, WORCESTER CO., MASS.,
July 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 2433, value $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSIAH P. GLEASON.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1924 **$3,000 first.**

BOSTON, *Sept.* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2330, 2331, & 2332, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. W. BRADSTREET.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 firsts, $5,000 seconds.

UTICA, N. Y., *August* 6, 1875.

To the circut court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 37, 38, 131, 1836, & 183, $1,000 each—$5,000; Nos. 1610 & 1611, $500 each—$1,000; first-mortg. bonds $6,000; and of second-mortg. bonds, 1 & 2, 3, 4, 5, & 6, five of $1,000 each; total 2d-mortg. bonds, $5,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M B. JACKSON.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.
Seconds, 102, 103, 104, 105, 106.

1925 **$24,000 first.**

PORTLAND, *July* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1513 to 1516, 1518, 1519, 1520, 1768 to 1770, 1279, 1470 to 1475, of $1,000 each; 720 & 1028, & 911 to 918, 1117, 1121, 1449, 1499, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY A. JONES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(Endorsed:)
I, the undersigned, do affirm and say that I am the owner of the within-named bonds.
H. A. JONES.

PORTLAND, *Aug.* 4, 1875.

Before me.
[SEAL.]
CHA'S W. FORD,
Notary Public.

$2,000 first.

UTICA, *August* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 989 & 990, $1,000 each, total $2,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARIA L. JONES.

In presence of—
P. V. ROGERS, *Utica, N. Y.*

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1926 **$1,000 first.**

LEWISTON, *Sept.* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. $1,000, #1500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. W. JORDAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

5,000# first.

SPRINGFIELD, MASS., *Aug.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 477, 478, 883, 884, 885, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES KIRKHAM,
For CELTON.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

1927 $20,000 firsts.

BALTIMORE, *July 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 977, 978, 979, 980, 981, 982, 983, 984, of $500 each, & 90 to 94, & 100 to 104, & 613, 2193, 2194, 2195, 2196 & 89, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THO'S KELSO.

(Endorsed:) Filed October 11, 1875. George B. Corkhill, clerk.

$6,000 firsts.

UTICA, N. Y., *July 31st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2152, 2153, 2154, 2157, 2160, 2162, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JANE E. KELLY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1928 $27,000 first.

BALTIMORE, *July* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 543, 286, 287, 351, 829, 1126, 1127, 1128, 1129, 1005, 1202, 1488, 104, 106, 191, 192, for $500 each; 625, 1284, 1385, 2203, 2204, 2688, 871, 870, 2686, 1766, 1767, 119, 350, 2687, 1386, 770, 581, 582, 583, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS KENSETT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 firsts.

BEVERLY, MASS., *August* 11, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa ($1,000 each, Nos. #619, #2631 & 2633, as A. D.

Kilham; #1015, 2761 & 2632, as A. D. Kilham & C. H. Kilham, trustees), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. D. KILHAM.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) If you see fit to sign this paper, please do so and return it to Isaac M. Cate, Boston.

1929 **$1,000 first.**

BEVERLY, MASS., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2333, of 1,000$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. P. KIMBALL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NORTH ADAMS, MASS., *Sept.* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 2280, of $1,000), approves of the compromise measure recommended by the Boston and New York committes, and respectfully requests that such decree may be ordered as will give effect to the measure.

ROBERT U. HARRISON. [L. S.]

Witness:
E. S. WILKINSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1930 **$500 first.**

BRIDGEWATER, MASS., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 164, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHILO KEITH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

UTICA, *July 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one mortgage bonds of the Central Railroad Company of Iowa (Nos. 1214, for five hundred dollars, first

mortgage), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES C. KELLOGG.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1931 $1,000 first.

WEST FARMINGTON, O., *Sept.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1701, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. D. KIBBIE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

PEABODY, *July 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of three first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 604, 1131 & 1604), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. P. C. KING.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1932 $1,000 first.

WOONSOCKET, R. I., *Sept. 1st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa, (Nos. 265 of $1,000) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENRY J. KENNEDY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

KENNEBECK, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos.1 611 & 1788, 2 of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

KENNEBECK SAVINGS BANK,
CHRISTOPHER LITTLEFIELD,
Treasurer.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

Will forward the number of M'r Nills so soon as I can obtain them; he is out of town.

1933 $1,000 first.

NELSON, N. Y., 10*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 226 & 227 of $500 each, one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

L. D. KNOX.

(Endorsed:) Filed Oct. 11, 1875, George B. Corkhill, clerk.

$5,000 first.

TROY, N. Y., *Sept.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 5 first mortgage bonds of the Central Railroad Company of Iowa (Nos. 723, 724, 727, 728, and 729, of the denomination of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GILES B. KELLOGG,
Executor, &c., of Nathan S. S. Beman, dec'd.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1934 $2,000 firsts.

GALWAY, 17 *August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1070 & 1071 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M KELLY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2,000 firsts.

GALWAY, 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 2205 & 2206, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ROBERT KELLY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1935 $500 firsts.

HARTFORD, CONN., 9 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 493), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PHILLIP KRAUSS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 firsts; 1,000 seconds.

CHARLTON, 17*th August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (denomination, 1,000, Nos. 2367; $500, No. 1459; $500; No. 793; denom. $1,000, second mortgage, No. 798), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN M. KELLY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk. 2,000 1st; 1,000 2nd.

G. E. Taintor, 20 Broad st., New York.

1936 $2,000 firsts.

HARRISBURG, PA., *Aug.* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2397 & 2398 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISSABELLA S. KERR.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$7,000 firsts.

SCHENECTADY, N. Y., 30*th July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of eight first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 948 & 1155 of five hundred dollars each), and Nos. 474, 1059, 1209, 1221, 122 and 1224 of one thousand dollars each), approves of the Compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN KNOWLSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1937 **$2,000 firsts.**

AUG. 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 402, 403, 1,000 each, $2,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN V. LANWELL,
Salt Point, Dutchess Co., N. York.

Witness:
Q. F. HALL, *Poughkeepsie, N. Y.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

MIDDLEBORO, MASS., *Aug.* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1514, 305, 960 of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ORSAMUS LITTLEJOHN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1938 **$500 first.**

LITTLE FALLS, N. Y., *9th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail road Company of Iowa (Nos. 1720, of five hundred dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LUCRETIA R. LEWIS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEWBURGH, N. Y., *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 263, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

D. T. ROGERS, *Trustee.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1939 **6,000$ firsts.**

TARRYTOWN, NEW YORK, *6th July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of six first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 695, 696, 697, 698, 699, 1253), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S H. ROCKWELL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

LE ROY, N. Y., *July* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 548, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN D. ROGERS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1940 **$500 first.**

NEW MARLBIN, MASS., *Aug.* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1786), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCES C. RICHARDSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$8,000 first.

STOCKBRIDGE, MASS., *Aug.* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710 of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JULIUS ROCKWELL,
HENRY W. TAFT,
D. R. WILLIAMS,
Trustees under will of C. M. Owen.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Return to H. J. Boardman, 35 Court st., Boston.

1941 $3,000 first.

HOMER, N. Y., 11 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 201, 202, 219 of $1,000 each), approves of the compromise measure recommended by the Boston and York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THO'S S. RANNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

POUGHKEEPSIE, N. Y., *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 8, 127, 128 of $1,000 each, & 1604 & 1605 of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ZEBULON RUDD.

(Endorsed.) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1942 $2,000 first.

BINGHAMTON, 13 *Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 64 & 65 of $500 each, #789 of $1,000, two thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH A. ANDREWS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Waterman. Please mail to G. E. Taintor, 20 Broad st., N. Y.

1943 $1,000 first.

BINGHAMTON, 13*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 80 & 81 of $500 ea', one thousand doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH A. ANDREWS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

GALWAY, N. Y., *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad of Iowa (Nos. 1088, $1,000, & Nos. 1658, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES ANDERSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1944 $6,000 first.

BOSTON, *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2662 to 2667 inclusive, bonds one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ARTHUR W. AUSTIN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

6,000 firsts.

CAMBRIDGE, MASS., 8 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 637, 638, 639, 640, for $500 each, & 1419, 1424, 1357, & 1418 for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. C. ALLEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1945 $1,500 firsts.

BINGHAMTON, 13*th Sept.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 62, 63, & 66 of five hundred doll's each, fifteen hundred doll's), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JULIA C. ANDREWS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

KINGSTON, MASS., *Aug. 11th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1,000$ first-mortgage bonds of the Central

Railroad Company of Iowa (No. 1085, deposited with Farmers' Loan & Trust Co. N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE T. ADAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1946 $1,000 first mortg.

NORTHAMPTON, *Sept 10th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2176, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

F. A. BRIDGMAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

AUG. 14TH, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1503), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S O. BANCROFT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(Endorsed:)
I hereby swear that I am owner of within-described bond.

CHA'S O. BANCROFT.

PORTLAND, M'E, *Aug. 14th*, 1875.
Before me—
[SEAL.] CHA'S W. FORD.

1947 $2,000 first.

SANDWICH, N. Y., 19 *July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 314 & 434, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEO. BEEDE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000.

MOSCOW, N. Y., *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail road Company of Iowa (Nos. 1205, 1203, 1204, $3,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JAMES E. BEEBE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1948 $12,500 firsts.

NEW YORK, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1664, of $500, & 2501 to 2512, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SUSAN W. BODINE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1949 $500 first.

MIDDLETOWN, CON., *Aug. 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. fourteen hundred and thirty-fo'r, 1434, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CLINTON W. WEATHERBY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$7,000.

NEW YORK, *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of seven mortgage bonds of the Central Railroad Company of Iowa (Nos. 540, 875, 876, 494, 495, $1,000 each, Nos. 253, 445, 1303, & 545, 500 each), approves of the compromise recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. H. VAN GASBECK,
By CHARLES W. HASSLER,
Att'y in Fact.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1950 I, the undersigned, on oath say that I am attorney for Annie M. Clark, & that she holds the within-named bonds.

W. H. SPAULDING.

I acknowledged before me this 10th day of August, 1875.

[SEAL.] CHAUNCY H. PIERCE,
Notary Public.

1951 **$3,500 first.**

GENESEO, N. Y., *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1563, 1550, $1,000 ea., $2,000; 1813, 176, 1888, $500 ea., 1,500—$3,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THEO. F. OLMSTED.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

GORHAM, MAINE, *July* 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1882, 1883, 1884, & 1885, for one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CLARENCE OXNARD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1952 **$2,000 firsts.**

SARATOGA SPRING, *Aug.* 18, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 1404 & 1429, of $1,000 each, two thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY A. McKINDLEY.

Mail to G. E. Taintor, 20 Broad st., New York.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$8,000 first.

GALWAY, *August 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1620, 1621, 1656, 1659, 1658, 1660, of $1,000 each; 786, 789, 988, 989, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LILLA McVINDLEY.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1953 **$1,500.**

NEW YORK, *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two mortgage bonds of the Central Railroad Company of Iowa (Nos. 1901, for $1,000, 973, 500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN SEARING,
By CHA'S W. HASSLAR,
Att'y in Fact.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1954 Know all men by these presents that I, John Searing, of Poplar Ridge, Cayuga County, New York, being the holder & owner of two of the first mortgage bonds of the Central Railroad Company of Iowa, of $1,000 and $500 each, with coupons numbered, due, and unpaid, and attached thereto, and which bonds are numbered respectively as follows, viz: the $1,000 bond 1901, the $500 bond 973, have made, constituted, and appointed, and do hereby make, constitute, and appoint Charles W. Hassler my attorney and agent, for me, in my name, place, and stead, to vote as my proxy at any meeting or meetings of the holders of said bonds on any questions which may arise, and to cast the number of votes which I would be entitled to cast if personal'y present, and generally to perform any act or acts in relation thereto; and
1955 further, to represent me in any purchase which said bondholders or a majority in interest of them may make of said mortgaged premises and franchises for the purpose of reorganization or otherwise, and to use any of my said bonds and coupons in payment pro rata in making such purchase, and to do all things necessary and proper for the purpose of such reorganization, and to represent me upon all occations upon which the necessity for action may arise or upon which action may be expedient to be taken to pronote my interest as the holder of said bonds and to take such action and make such use and disposition of said bonds, on all such occations as to my said attorney may seem proper and conductive to my interests as the holder thereof, hereby ratifying what my said attorney may lawfully do by virtue hereof.

In witness whereof I have hereunto set my hand and seal this twenty-first of the eight' month, 1874.

JOHN SEARING. [L. S.]

Witness:
RICHARD DIXON.

1956 $25,000 firsts.

NEW YORK, *August 2nd*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 275, 587, 906 @ 911, 1134 @ 1838, 1156, 1158, 1331, 1332, 1681, 1957, 2350, 2351, 2352, of $1,000 each; 3839, 220, 1724, 1758, 1083, of $500 each, twenty-five thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SIDNEY SHEPARD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,500 first.

GALWAY, 17 *August*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 806, for $500; 199, 771, 772, 773, 1426, & 1950, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. L. STONE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1957 $10,000 first.

13 BELHAVEN TERRACE, G'T WESTERN ROAD,
Glasgow, *July 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 380, 381, 382, 383, 384. 385, 386, 387, 388, 389), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENERY SIMSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 firsts.

POUGHKEEPSIE, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 157, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. J. STOUTENBURGH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Address G. E. Samter, 20 Broad st., Newport.

1958 $500 first.

NATICK, *July 2nd*, 187 .

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $500 1st mortgage bonds of the Central Railroad Company of Iowa Nos. 68, deposited with Farmers' Loan & Trust Comp., approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLARD A. WIGHT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$11,000 first.

CONCORD, N. H., *July* 22, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of eleven first mortgage bonds of the Central

Railroad Company of Iowa (Nos. 301–303, one thousand dollars each; 305–312, with coupons attached from and including No. 8, due July, 1873, deposited with Farmers' Loan & Trust Com.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH WENTWORTH.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1959 $3,000 first.

SALEM, MASS., *Sept.* 17, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1067, 1068, 1178, 1739, of $500 each; 2310 of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOSEPH H. WEBB,
Ag't, P. O. box # 14, Salem, Mass.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

EXETER, N. H., *July* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1817), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOEL WHEELER.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1960 $5,500 first.

LIVONIA, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 840, 839, 837, 836, 838, $5,000; 348, $500, deposited with Farmers' Loan & Trust Co.), N. Y., approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

E. E. WHITNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

GENESEE, N. Y., *Aug.* 2, 187 .

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 850, 2563, 866, 2576, 2584, $5,000, deposited with Farmers' Loan & Trust Co. N. Y.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

COLLINS WOODRUFF.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1961 $14,000 first.

BOSTON, *September* 20, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1343, 1344, 1537, to 1540 inclusive, of $500 each; 14, 2382, 2432, 2438, 2526, 2516 to 2521 inclusive, of 1,000$ each, 14,000 in all, deposited with Farmers' Loan & Trust Co.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WILLIAM WARREN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

BOSTON, *Aug. 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2567, deposited with Farmers' Loan & Trust Co.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

T. W. WHITING.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1962 $1,000 first, 5,000 seconds.

NEW HAVEN, *July* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of mortgage bonds of the Central Railroad Company of Iowa (Nos. 1607 & 1608, first mortgage bond, each $500—1,000; Nos. 86, 87, 111, 112, 120, each $1,000, second mortgage b., 5,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THOMAS R. WALKER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NEW WOODSTOCK, *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 29 & 30, $500 each), approves of the com-

promise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLOTTE WEBBER.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1963 $2,000 first.

SANDWICH, N. H., *Sept. 9th*, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 304 and 945, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SAMUEL S. WEED.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000.

GENES'O, N. Y., *Feb.* 9, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 407, 1144, $500 ea., $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M H. WHITING.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1964 $2,500 first.

CAMBRIDGE, MASS., *July* 10, 1875.

To the circuit court of the United States for the district of Iowa :

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1021 of $1,000 ; 186, $1,000, & 1586, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. W. WHITNEY.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,500 first.

BOSTON, *Sept. 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1130, $500 ; 1131, $500 ; 1149, $500 ; 1318, $500 ; 1004, $500 ; 1528, $500 ; 1526, $500 $1187, $500 ; 1508, $500 ; 10, $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY D. WHITNEY.

(Endorsed :) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1965 **$5,500 first.**

PORTLAND, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 36, 1817, 1852, 1853, 2587, for $1,000 each; 1248 for $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M E. WOOD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

BANGOR, M'E, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 83, 139, 814, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

S. L. WING.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1996 (Endorsed:)

I, the undersigned, on oath say that I am the owner of the within-named bonds.

BORTLAND, M'E, *Aug.* 4, 1875.

Acknowledge' before me.
[SEAL.]

CHA'S W. FORD,
Notary Public.

1967 **$3,500 first.**

HARRISBURG, P'A, *July* 13, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 124, 125, & 2088, $1,000 each, & 1729, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

I. W. WEID,
Harrisburg, P'a.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

BOSTON, *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1188, 1189, 1190, 2768, 2769, of $1,000 each), approves of the compromise measure recommended by the Boston and

New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. H. WILD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1968 $1,000 first.

CAMBRIDGE, MASS., 8*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 354 & 359, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M L. WHITNEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

CARLISLE, P'A, *Aug't 17th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2630 of $1,000) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. P. WING.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1969 $9,000 first.

NEW YORK, *July 24th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1807 to 1813, & 2514 of $1,000 each, & 1612 & 1734 of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EDMUND WETMORE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first; all of the denominations of $1,000.

UTICA, *Aug.* 11, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1321, 1322, 2598, 2599, to the amount of four thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M H. WATSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1970 **$2,500 first.**

W. WATERVILLE, M'E, *Sept.* 14, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1484 & 1485, of $1,000 each, and No. 1345, $500; total, $2,500.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WEST WATERVILLE SAVINGS BANK,
Per GEO. H. BRYANT, *Treasurer.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,500 first.

BOSTON, *July 15th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $5,500 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 214 for 500, 631 for 500, 632 for 500, 633 for 500, 634 for 500, 760 for 500—3,000; Nos. 1543 for 500, 1544 for 500, 1546 for 500, 1378 for 1,000—2,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

A. D. WILLIAMS,
Att'y for M'r's H. H. Gillingham.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1971 **$1,500.00 first.**

HUNTINGTON, MASS., *Aug.* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 254, 612, 180, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY H. WADSWORTH.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$17,000 first.

BIDDEFORD, M'E, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1630, 1631, 1632, 1633, 1634, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, for $1,000 each; 812, 813, 814, 815, for $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

YORK COUNTY SAVING BANK,
[SEAL.] R. H. INGERSOLL, *Treasurer.*

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1972 (Endorsed:)

I, the undersigned, on oath do say that I am treasurer of York County Savings Bank, and that said bank is owner of the within-named bonds.

R. H. INGERSOLL.

Subscribed and sworn to before me.

[SEAL.] CHA'S A. MOODY,
Notary Public.

1973 $1,500.00 first.

PORTLAND, MAINE, *Aug. 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1743, for the sum of five hundred dollars; & No. 1850; for the sum of one thousand; $500.00, 1,000.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GEORGE A. WRIGHT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

LEEDS JUNCTION, M'E, *July* 23, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1233, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. L. WILLIAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1974 (Endorsed:)

PORTLAND, *Aug.* 7, 1875.

Personally appeared before me the within-named Geo. A. Wright, and made oath that he is the absolute owner of the bond (No. 1850) mentioned within, & that he is also the agent of Margarette Gordon, who is the owner of bond No. 1743 within mentioned.

[SEAL.] ALBERT WARWICK,
Notary Public.

1975 $500 first.

FRAMINGHAN, *Aug. 12th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one first-mortgage bond of the Central Railroad Company of Iowa (No. 1082), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHARLES WILLIAMS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

STITTVILLE, N. Y., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1029, of $500; 2164, of $1000), approves of the compromise measure recommended by the Boston and New York committees, and respectively requests that such decree may be ordered as will give effect to the measure.

HOZEKIAH WILLIAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1976 $4,000 first.

SCHENECTADY, N. Y., *Aug.* 28, 1875.

To the crcuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 804, 805, 2724, 2725, of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may ordered as will give effect to the measure.

JOHN A. VEDDER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$5,000 first.

LOWELL, MASS., *Sept.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five mortgage bonds of the Central Railroad Company of Iowa (Nos. 584, 716, 720, 721, 722, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectively requests that such decree may be ordered as will give effect to the measure.

MOSES WHITTEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1977 $7,000.

NEW YORK, *Aug. 4th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of seven mortgage bonds of the Central Railroad Company of Iowa (Nos. 540, 875, 876, 494, 495, $1,000 each; Nos. 253, 445, 1303, & 545, 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. H. VAN GAASBEEK.
By CHARLES W. HASSLER,
Att'y in fact.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

1978 Know all men by these presents that I, C. H. Van Gaasbeek, of Kingston, Ulster County, N. Y., being the holder and owner of four of the first-mortgage bonds of the Central R. R. of Iowa, of

$500 each, with coupons numbered 8, 9, 10, 11, or scrip for these, due and unpaid, and attached thereto, and which bonds are numbered respectively as follows, viz, 253, 445, 1303, & 545, have made, constituted, and appointed, and do hereby make, constitute, and appoint Charles W. Hassler my attorney and agent for me in my name, place, and stead, to vote as my proxy at any meeting or meetings of the holders of said bonds on any questions which may arise, and cast the number of votes which I would be entitled to cast if personally present, and
1979 generally to perform any act or acts in *in* relation thereto; and further, to represent me in any purchase which said bondholders or a majority in interest of them may make of said mortgaged premises & franchises for the purpose of reorganization or otherwise, and to use any of my said bonds and coupons in payment pro rata in making such purchase, and to do all things necessary and proper for the purpose of such reorganization, and to represent me upon all occasions upon which the necessity for action may arise or upon which action may be expedient to be taken, to promote my interest as the holder of said bonds, and take such action and make such use and disposition of said bonds on all such occa*t*ions as to my said att*u*rney may seem proper and conducive to my interests as the holder thereof, hereby rat'fying what my said atturney may lawfully do by virtue hereof.

In witness whereof I have hereunto set my hand and seal this 16th day of November, 1874.

C. H. VAN GAASBEEK.

Witness:
C. GILBERT.
A. ROBERTSON.

1980 Know all men by these presents that I, C. H. Van Gasbeek, of Kingston, Ulster County, New York, being the holder and owner of five of the first mortgage bonds of the Central R. R. of Iowa, of $1,000 each, with coupons numbered 8, 9, 10, 11, in care of Farmers' Loan & Trust Co., due and unpaid, and attached thereto, and which bonds are numbered respectively as follows, viz, 540, 875, 876, 494, 495, have made, constituted, and appointed, and do hereby make, constitute, and appoint Cha's W. Hassler my attorney and agent for me in my name, place, & stead, to vote as my proxy at any meeting or meetings of the holders of said bonds, on any questions which may rise, and to cast the number of votes which I would be entitled to cast if personally present, and generally to perform any act or acts in relation thereto; and
1981 further, to represent me in any purchase which said bondholders or a majority in interest of them may make of said mortgage premises and franchises for the purpose of reorganization or otherwise, and to use any of my said bonds and coupons in payment pro rata in making such purchase, and to do all things necessary and proper for the purpose of such reorganization, and to represent me upon all occasions upon which the necessity for action may arise, or upon which action may be expedient to be taken, to promote my interest as the holder of said bonds, and to take such action and make such use and dispo'tion of said bond on all such occasions as to my said attorney may lawfully do by virtue hereof.

In witness whereof I have hereunto set my hand and this day of , 187 .

C. H. VAN GAASBEEK,
Kingston, Ulster Co, N. Y.

Witness:
GILBERT A. ROBERTSON.

1982 **$500 first.**

SPRINGFIELD, MASS., *Aug.* 10, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 896, of 500$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree be ordered as will give effect to the measure.

ADDISON WAITE,
By JAMES KIRKHAM.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

BEVERLY, MASS., *July* 31, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1583, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EBENEZER WALLIS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1983 **$3,500 first.**

UTICA, N. Y., *August 21st*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 1213, 1243, 1244, of $500 each, & 1348 & 1835, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ROB'T S. WILLIAMS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

FREDERICK, M'D, *July* 27, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 531 & 532, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M WHITE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1984 **$3,000 fi'st.**

M'T KINEO HOUSE,
MOOSEHEAD LAKE, ME., *July 19th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 2304, 2305, 2422, for one thousand each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. J. WINGATE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

NORTHAMPTON, *Aug.* 20*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first mortgage bonds of the Central Railroad Company of Iowa (Nos. 444 & 1478, $500 ea.), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'R'S MELISSA WEST.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1985 (Endorsed:)

I, the undersigned, on affirmative say, that I am the president of the Winthrop Savings Bank, & that said bank is the owner of the within named bonds.

LEVI JONES.

STATE OF MAINE,
County of Kennebeck, ss:

AUG. 7, 1875.

Personally appeared the above-named Levi Jones and affirmed that the foregoing certificate by him signed is true.

Before me. Witness my hand and seal the day & year above written.

SEAL. J. M. BENJAMIN,
Notary Public.

1986 $1,000 first.

DOVER, N. H., *Aug.* 14*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2086, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

OLIVER MYATT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$7,500 first.

WINTHROPE, MAINE, *Aug.* , 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, owners of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1723, 1498, 2600, 2601, 87, 88, and 95, one thousand each, 7,000 No. 1254, of five hundreds, 500; 7,500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LEVI JONES,
Pres't of Winthrope Sav'gs Bank, by authority of Trustees.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1987 $2,500 first.

PHIL'A, *5th July*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 170 & 171, of $1,000 each; No. 9, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WALTMAN A. BEAVER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk. ($2,500.)

$4,000 first.

ATHIOL, ME., *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of five mortgage bonds of the Central Railroad Company of Iowa (Nos. 655, 854, 856, for $1,000 each; 135, 270, $500 each,) approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN H. WILLIAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1988 $1,000 firsts.

JULY 6TH, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 260), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. WILLIAMS,
Newburgh, N. Y.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

STOCKBRIDGE, MASS., *July* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 3 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2077, 2458, 2459, of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DANIEL R. WILLIAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1989 $1,000 first.

MADBURY, N. H., *Aug.* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2066, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARIA L. RICHARDSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$4,000 first.

DOVER, N. H., *August* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 189, 190, 222, of $1,000 each; 1587, 1588, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY E. KINGMAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill. clerk.

1990 $1,000 first.

DOVER, N. H., *Aug.* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2181, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH A. NEALLEY.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$22,500 first.

DOVER, N. H., *Aug.* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 923 to 926, 1553 to 1555 & 72, 376, of $500 each; 1532, 1533, 1567 to 1569, 1679, 1680, 2024 to 2026, 2065, 1022, 1023, 1583, 1584, 191, 221, 1668, of $1,000, each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN J. HANSON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1991 (Endorsed:)

The undersigned, on oath, say that I am the owner of twenty-two thousand and five hundred dollars of the first-mortgage bond' of the Central Railroad Co. of Iowa; that my sister, Mary E. Kingman, is the owner of four thousand dollars; my sister, Maria L. Richardson, the owner of one thousand; & my sister, Sarah A. Nealley, the owner of one thousand dollars, all of the first mortgage.

JOHN J. HANSON.

DOVER, N. H. *August* 20, 1875.

Sworn to before me.
[SEAL.]

CALVIN HALE,
Notary Public.

1992 $2,000 first.

AUBERN, ME., *July 10th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 86 & 1162, for one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

DANIEL P. ATWOOD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

BEVERLY, MASS., *July* 16, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1, & 500$), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ISAAC APPLETON.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1993 $500 firsts.

DENMARK, MAINE, *July 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $500 'i'st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 887), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HOSEA ALLEN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

BRIDGEWATER, *July* 8, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of one 1st-mortgage bond of the Central Railroad Company of Iowa (No. 161, $500.00), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. & F. AMES.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

Witness: J. A. HYDE.

1994 $1,000 firsts.

BALTIMORE, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 481, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HORACE ABBOTT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 firsts.

ROME, N. Y., *October 5th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of firsts-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1824, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

C. S. ADAMS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1995 $3,000 first.

GENESEO, N. Y., *July 6th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1552, 1551, $1,000 ea., $2,000; 1039, 566, 500 ea., $1,000; $3,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JA'S S. CLETON,
Geneseo N. Y.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$500 first.

STOCKBRIDGE, *Aug. 26th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1717, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZABETH M. SEYMORE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

(In pencil:) Return to H. I. Boardman, 35 Court st., Boston.

1995 **$1,000 first.**

SCHUNECTADY, *July* 30, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1252, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

HENERY OSBORNE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1996 **$1,000 first.**

5 OCT., PORTLAND, M'E, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1899 = $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MARY L. DANA.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,000 first.

WASHINGTON, D. C., *Aug.* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 320 & 374, of the value of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

WARREN BROWN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1997 **$1,500 first.**

GALWAY, 17*th Aug.*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail.

road Company of Iowa (Nos. 946, 947, & 949, of $500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

GAUE DAVIS.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$6,000 first.

BATH, M'E, *Aug. 7th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1460 to 1464, of $1,000 each, $5,000; 924, 1382, of $500 each, 1,000—$6,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHA'S DAVENPORT.

(Endorsed:)

I, the undersigned, on oath say that I am the owner of the within-named bonds.

CHA'S DAVENPORT.

BATH, *Aug.* 7, '75.

STATE OF MAINE,
Sagadahoc, *ss*:

Sworn to before me.

[SEAL.]

H. A. DUNCAN,
Notary Public.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) Please return to T. B. Reed, Portland, Maine.

1998 $2,000 first.

SARATOGA SPRINGS, *Aug. 18th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 780, 781, of $500 each, 1405, of $1,000, two thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN M. DONNAN.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,00 first.

SARATOGA SPRINGS, 18*th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 778, 779, of $500 each, 1407, of $1,000, two thousand dollars), approves of the compromise measure recommended

by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

MAGGIE I. DONNAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

1999 $1,500 firsts.

WAPPENGUS FALLS, N. Y., *July 14th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1,500 first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 6521, $1,000, #158, $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOANNA DE LA VERGNE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$3,000 first.

SCHENECTADY, N. Y., *Aug.* 2, 1875.

To the circuit court of the United States for the district of Iowa:

The undessigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2721 & 2722, of $1,000 each, 1153 & 1713, of 500 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

PARTHENA DOWS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2000 500 first.

CONCORD, N. H., *Sept. 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 562), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

M'R'S MARY F. DREW.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

MIDDLEBORO', MASS., *Aug. 30th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2384, of $1,000; 1337, of $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

LEONARD DRIGGS.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2001 $2,000 first.

JULY 7, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of four first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 768, 889, 1813, 1814, for five hundred dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

FRANCIS BOWEN,
Cambridge, Mass.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$9,000 first.

DENMARK, M'E, *July* 9, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 9,000 1st-mortgage bonds of the Central Railroad Company of Iowa (Nos. 173, 633, 1005, 1006, 1049, 1048, 1955, 1966, 2515, of 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

W'M BEEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2002 3,000 first.

LYNN, MASS., *July* 6, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1011, 1013, 1014, of $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

ELIZA A. BUCHELLER.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

BOSTON, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 136, for $500; & 2399, for $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

H. J. ROARDENAN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2003 $500 first.

CAMBRIDGE, *Aug. 20th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Rail-

road Company of Iowa (Nos. 535, of five hundred dollars, hereby revoking all former powers and instructions given by me), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

THO'S C. GIFFORD.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

5,000 first.

BOSTON, *July 8th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 176, 177, 178, 179, 180, for $1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

J. RUPELL BRADFORD.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2004 $1,500 first.

NORTHAMPTON, *Aug.* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 284, of $500; 547, of $1,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

EMELINE E. GRAVES.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$11,000 first.

UTICA, N. Y., *Aug.* 3, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 502, 503, 504, 505, 506, 507, 508, 608, 609, $1,000 each, $8,000; and Nos. 266, 267, 1001, 1286, 1455, 1639, $500 each, $3,000—total 1st mortg. bonds, $11,000), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JERMENIA GREEN.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2005 $1,000 first.

NEW BRAINTREE, *July* 21, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 694 for $500; 1773 for $500), approves of the compromise measure recommended by the Boston and New York

committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CHAS. A. GLISSON.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$1,500 first.

BANGOR, M'E, *July* 29, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 345, 346 & 347), all $500, approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN GOODELL, J'R.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2006 **$1,000 first.**

BOSTON, *July* 19, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 2681, for the sum of one thousand dollars), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

B. S. GRANT.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

NORTHBOROUGH, MASS., *Aug. 24th* 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of two first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 1773 & 1774 of 1,000 each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

CYRUS GALE.

Witness:
HORACE ABBOTT.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2007 **$1,500 first.**

SALT POINT, *July* 15, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of first-mortgage bonds of the Central Railroad Company of Iowa (Nos. 944, $1,000; 687 $500), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

JOHN L. MARSHALL.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

$2,000 first.

SCHENECTADY, N. Y., *Aug.* 26, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of 1st mortgage bonds of the Central Railroad of Iowa (Nos. 529 & 1384 of one thousand dollars each), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

SARAH A. MABEE.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2008 EXHIBIT A.

Mortgage or deed of trust to Farmers' Loan & Trust Co. of N. Y.

This indenture, made this 15th day of July, A. D. 1869, at Marshalltown in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan and Trust Company of New York, a corporation duly and legally organized and existing by and under the laws of the State of New York, party of the second part, witnesseth:

That whereas the said party of the first part is the owner in fee-simple of the railroad extending from Marshalltown in *in* the State of Iowa to the village of Ackley in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to mortgage or deed 2009 of trust made by the Iowa River Railway Company on the 21st day of September, A. D. 1868, to Henry Stout and L. D. Randall of Dubuque, Iowa, trustees in trust to *receive* [secure] the payment of seven hundred and twenty thousand dollars of bonds all of which bonds are now outstanding and a valid claim against the party of the first part, the said railroad having been purchased by the said party of the first part from said Iowa River Railway Company, agreeing in consideration thereof to exchange for said bonds an equal amount of bonds to be issued in pursuance of this mortgage as will hereafter more fully appear; and whereas said party of the first part is the owner in fee of right of way of depot grounds and property heretofore owned by the Iowa Central Railroad Company, from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oska- 2010 loosa in Mahaska County, in said State of Iowa, by purchase and legal conveyance of said property to said party of the first part; and whereas said party of the first part has entered into contract with the Iowa Valley Construction Company, a corporation duly organized and existing under the law of Iowa, by which said last named company agree to construct said railroad; and whereas said party of the first part is desirous of continuing and extending said railroad from Marshalltown to the south line of said State of Iowa through the city of Oskaloosa, and from Ackley in Hardin County to the north line of said State of Iowa, as near as practicable to the sixteenth meridian of longitude west of Washington entirely across the State of Iowa and equipping the said railroad; and whereas the said party of the first part for the purpose of 2011 paying said indebtedness and providing means to pay for constructing the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand, of the sum of one thousand dollars each, consecutively numbered from one to three thousand, inclusive; and to the number of two thousand of the sum of five hundered dollars each, numbered in like manner, from one to two thousand, inclusive, amounting to sixteen thousand dollars per mile of railroad now built or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named, all of which bonds are duly and legally made and delivered by said railroad company, party of the first part, in the form following:

$1,000.] *First-mortgage bonds.* [$1,000

State of Iowa, United States of America.

2012 CENTRAL RAILROAD OF IOWA.

For value received, the Central Railroad Company of Iowa promise to pay the Farmers' Loan and Trust Company of New York, or bearer, one thousand dollars in United States coin, at par, on the fifteenth day of July, eighteen hundred and ninety-nine, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. Government tax, on the fifteenth days of January and July in each year, on presentation of the respective coupons hereto attached, both principal and interest being payable at the office or agency of said railroad, in the city of New York; this bond is one of a series of first-mortgage bonds of five hundred dollars and of one thousand dollars each, to be issued at the rate of only sixteen thousand dollars per mile, single railroad track, ironed and equipped by said
2013 railroad company for business; the payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to said trustee all the railroad of this company located in the State of Iowa, including the road-bed, depot grounds, buildings, right of way, rolling-stock, machinery, franchises, and net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends; any holder of this bond may, after five years, have the same converted into the capital stock of said railroad company, and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond with all the unpaid coupons thereto annexed; this bond shall not become obligatory until the certificate endorsed
2014 hereon is signed by the authorized officer of said Farmers' Loan and Trust Company. In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by the president and secretary and countersigned by the treasurer on this 15th day of July, A. D. 1869.

(Signed)

President.

Secretary.

Countersigned:

Treasurer.

Now, therefore, the said Central Railroad Company of Iowa, party of the first part, for and in consideration of the premises and of the sum of four millions of dollars, received to their full satisfaction of sa'd trustees,

party of the second part, and for the purpose and with the intent of securing the payment of all said bonds with the interest due and to grow due thereon, hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents doth grant,
2015 bargain, sell, convey, assign, transfer, and confirm to said Farmers' Loan and Trust Company of New York, as trustee, and in trust, and to their successor or successors, the entire corporate property of said Central Railroad Company of Iowa, and all its franchises and privileges, constructed or to be hereafter constructed, now held and acquired, or to be hereafter constructed and acquired, extending from a point in Davis County on the south line of the State of Iowa, at the intersection of said line by the North Missouri Railroad to Oskaloosa, in Mahaska County, a distance of about sixty miles along the line formerly owned by said Iowa Central Railroad Company, and thence northerly to Marshalltown, and thence along and including the railroad built by said Iowa River Railway Company to Ackley, in Hardin County, and thence northerly to the north line of said State of Iowa at such point as
2016 shall be hereafter definitely determined, including all the rights and franchises of the said Iowa Central Railroad Company, and of the said Iowa River Railway Company, including, also, along the entire line, all the right of way acquired by purchase or condemnation, roadbed finished and in process of construction, with all material collected for construction or operative purposes, depot grounds, gravel pit quarries, & real estate, station houses, water-tanks, repair and machine shops, turn-tables, coal-houses and sheds, and all things, of every name and nature, belonging to said party of the first part and pertaining to said railroad; also, all machinery, locomotives, and rolling-stock and all tools and supplies heretofore acquired or which may hereafter be acquired by said Central Railroad Company of Iowa; also, the net in-
2017 come of the said party of the first part during the continuance of this trust. The whole of said property being free and clear from all incumbrances, except the issue of seven hundred and twenty thousand dollars of bonds under the said mortgage to Stout and Randall, trustees, on the railroad from Marshalltown to Ackley. But which bonds are to be exchanged for an equal amount of bonds issued in pursuance of this mortgage, and when that exchange shall be effected in full, then the entire property above described will be free and clear from all incumbrances except that created by this instrument; to have and to hold the above granted and bargained premises with the appurtenances thereof unto the said trustees, and to their successor or successors and assignees, in trust and upon the trust uses and purposes hereinafter expressed
2018 of and concerning the same for the use and benefit of the person or persons, firm or firms, bodies politic or corporate who shall, hereafter, at any time, become the purchasers or holders, owners or bearers of either or any of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, and, also, subject to the possession and management of said railroad and property by said party of the first part and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said bonds, or in any or either of them, and so long as the said company shall well and truly observe, keep, and perform all and singular the covenants, agreements, conditions, and stipulations in said bonds and in this indenture contained and set forth, and which are to be observed, kept, and performed by and on the part of said company party of the first part.

2019 It is further agreed, by and between the parties hereto, that

the said party of the first part shall take up and exchange seven hundred and twenty thousand dollars of the bonds of said Iowa River Railway Company in pursuance to the terms of the contract with said party of the first part and said Iowa River Railway Company for the purchase of their railway, dated July 22, 1869, to which reference is made, by giving the holders thereof the bonds secured by this mortgage in equal amounts, dollar for dollar, and that for the purpose of said exchange it is agreed that the said trustee, party of the second part, may retain seven hundred and twenty thousand dollars of bonds issued in pursuance of this mortgage for delivery to the holders of said Iowa River Railway Company bonds in manner to be hereafter agreed
2020 upon between said railroad company, & that the said trustee,
party of the second part, shall cancel and discharge each and all of said Iowa River Railway bonds as received in exchange as aforesaid, and make or cause to be made upon each bond a brief note or memorandum, stating when exchanged, in such manner and form as will enable the party of the first part to trace the transaction, and when all of said Iowa River Railway bonds shall have been exchanged and canceled, the mortgage or trust deed upon which they are predicated shall be cancelled of record, and the said party of first part doth hereby covenant, promise, and agree for itsself, its successors or assigns, to and with the said trustee, their successor or successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual
2021 interest to become due thereon at the rate of seven per cent. per
annum, at the time and in the manner and at the places specified therein, in United States gold coin, and that in case said company shall, for the space of six months, make default in the payment of the said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then, after the expiration of twelve months from the time it became due, and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of the said mortgage bonds then outstanding shall forthwith become due and payable, and the lien or encumberance hereby created for the security and payment thereof may at once be enforced; and it is agreed, in case of the default of the payment of the semi-annual interest, as above provided,
2022 that said trustee or its successor is hereby expressly authorized
and empowered, upon the request in writing of a majority of the owners or holders of said bonds, to enter into and upon and take actual possession of all the property, real and personal, and rights, franchises and privileges of the premises hereby conveyed, and each and every part thereof, and, by their agents or attorneys, have, hold, use, and enjoy the same, and from time to time make all repairs and replacements and all useful alterations, additions, and improvements thereto, as fully as the parties of the first part might have done before such entry, and to collect and receive all tolls, freights, incomes, rents, issues, and profits of the same, and of every part thereof; and the said trustees, and their successors, shall and may, and hereby is expressly au-
2023 thorized and empowered to sell at public auction, to the highest
bidder, the entire property, real and personal, rights, franchises, and privileges herein conveyed. Said sale shall be either in the city of Marshalltown, Iowa, or in the city of New York. At least three months' notice shall be given of the time and place and terms of said sale, by advertising the same in one or more newspapers of large circulation in each of the cities of Marshalltown and New York, and whereever else required

by law, and continuing said advertisement at least once a week until the
time of sale; and the said trustee may from time to time adjourn said
sale at discretion; giving reasonable notice of the time and place where
it will take place, and as the attorney in fact of the said party of the
first part, or their successors, shall have full power and authority
2024 to make, execute, and deliver to the purchaser or purchasers
thereof, good, valid, and sufficient deed or deeds, conveyance or
conveyances, assignments or transfers, in fee-simple or otherwise, of
the entire property herein conveyed, and all the rights, franchises, and
privileges of the party of the first part, or its successors; which conveyance
or conveyances, transfer or deed, shall vest in the purchaser or
purchasers all the right, title, interest, and estate whatsoever, reversionary
or in possession, or which they may be entitled to receive, have,
or hold of the said company, and said sale shall be a complete and perpetual
bar or estoppel, both in law and equity, against said party of the
first part, its successors or assigns, and all persons or parties claiming
by, from, or under it, or them, in any wise or manner whatsoever. The
amount of the purchase money on said sale may be paid and satisfied in
whole or part by the outstanding mortgage bonds, or any of them
hereby secured, and said bonds shall be received in whole or in
2025 part payment and satisfaction by said trustee or its successors,
according to their value, to be ascertained and determined by the
net amount arising from said sale and out of the moneys received from
said tolls, freights, incomes, rents, profits, and earnings of said railroad
and premises, or out of or from the proceeds of said sale so to be made
as aforesaid, after first deducting the expenses, disbursements, costs,
charges, and counsel fees incurred in and about the conducting of said
sale or the working or operating said railroad, including the compensation
and commission of said trustee in and about the execution of this
trust, and all expenses of repairs, replacements, alterations, additions,
and improvements, and all payment for taxes, assessments, charges, or
liens on said premises, or any part thereof, the said trustee shall,
2026 if the amount secured be sufficient for that purpose, pay said
mortgage-bonds, or so many of them as shall then be outstanding
and unpaid, together with all interest then due upon the same, and if
the amount be insufficient, then to divide the same pro rata among the
outstanding bonds, and the surplus of all such moneys or proceeds of
sale, if any there be, shall be paid to the said party of the first part, or
its assigns or successor.

And it is further covenanted and agreed by and between the parties
hereto that in case of any judicial foreclosure sale or other sale of the
premises embraced in this mortgage under the decree of any court having
jurisdiction thereof, based upon the foreclosure of this mortgage,
and the holders of a majority of the then outstanding bonds secured by
this mortgage shall, in writing, request the said trustee or their successor,
they are authorized to purchase the premises embraced herein for
the use and benefit of the holders of the then outstanding bonds secured
by this mortgage, and having so purchased said premises the right
2027 and title thereto shall vest in said trustee, and no bondholder shall
have any claim to the premises or to the proceeds thereof except
for his pro rata share of the proceeds of said purchased premises as represented
in a new company or corporation to be formed for the use and
benefit of the holders of the bonds secured hereby; and the said trustee
may take such lawful measures as deemed for the interest of said bondholders
to organize a new company or corporation for the benefit of the
holders of the bonds secured by this mortgage. Said new company or

corporation shall be organized upon such terms, conditions, and limitations, and in such a manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or
direct, and said trustee so purchasing shall thereupon reconvey
2028 the premises so purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ at the expense of the said trust-estate all such attorneys, counselors, clerks, bookkeepers, engineers, or other agents, as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the defaults or other misconduct or neglect of such employees, unless chargeable with culpable negligence in the selections; and, further, that said trustee shall not be answerable or responsible for anything short of gross negligence or willful defaults in the discharge of the duties of this trust.

And it is further mutually agreed by the parties thereto that said trustee shall receive from said company for services in the acceptance of this trust and the signing and delivery of the bonds issued hereunder,
the sum of one dollar for each sum of one thousand dollars
2029 of bonds thus signed and delivered.

And it is further mutually agreed that said trustees may be removed from the office of trustee hereunder, by a vote of a majority in interest of the holders of said bonds, at any meeting called for that purpose; and, also, that said trustee may resign this trust and be thereby discharged from future liabilities thereunder, by a notice of three months, in writing, to said company, or its successors; and the said company, for themselves, their successors and assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances, to the said trustee, of the property herein described, for the more fully securing the payments of said bonds, particularly for the conveyance of any
right, interest, or property acquired by said party of the first
2030 part subsequent to the date hereof; provided always, and this
grant and conveyance is upon the express condition, that upon the payment in full of said bonds and the interest due thereon, or on the conversion thereof into the stock, in manner named in said bonds, on exhibiting said bonds cancelled to said trustee, then the estate, title, and interest of the said trustee shall cease, determine, and become void; and upon request of the said party of the first part, or their successor, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad Company of Iowa have caused this indenture to be subscribed, in its corporate name, by its president and secretary, and have caused its corporate seal to be hereto affixed.

2031 (Signed) C. C. GILMAN, *President*.
[SEAL.] (") CHA'S COLLINS, *Secretary*.

[Fifty cent stamp on each bond for $500.]

[U. S. I. R., $\frac{50}{100}$ C. C. G., Sept. 9, '69.]

STATE OF IOWA,
Hardin County, *ss:*

Be it remembered that, on the 9th day of Sept., 1869, before me, a notary public in and for said State and county, personally appeared Charles C. Gilman and Charles Collins, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument as, respectively, president and secretary, and acknowledged the same to be the voluntary act and deed of said Central Railroad Company of Iowa; and they each being by me duly sworn, depose and say, each for himself, that he, Charles C. Gilman, is president, 2032 and he, Charles Collins, is secretary of said railroad company; that they signed the foregoing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[SEAL.] (Signed) E. W. EASTMAN,
Notary Public.

2033

EXHIBIT B.

Central R. R. of Iowa to Farmers' Loan & Trust Co. of N. Y.

Second-mortgage deed of trust from the Central R. R. of Iowa to Farmers' Loan & Trust Company of New York, trustee for the bondholders, in trust, to secure the payment of one million dollars, due April 15, 1901.

This indenture, made at the city of Marshalltown, in the State of Iowa, on this 15th day of April, 1871, between the Central R. R. Company of Iowa, a corporation duly and legally incorporated by and under the laws of the State of Iowa, and the Farmers' Loan and Trust Company of the city of New York, witnesseth:

That whereas the said Central R. R. Company of Iowa have *in* a floating indebtedness of about one hundred and fifty thousand 2034 dollars ($150,000), and require a fund of about as much more as a contingent fund to provide for future interest on bonds as it may from time to time accrue; and whereas for the successful and profitable operation of this road from the State line of Missouri to the State line of Minnesota, and now built and in operation from Albia, in Monroe County, to Mason City, in Cerro Gordo County, additional machine and repair shops are required, and the addition of locomotives and cars are deemed a necessity; and whereas, for the purpose above named and for other general and beneficial uses of the company, the directors of this company, on the 15th day of March, 1871, duly adopted the following resolution, to wit: Resolved, That the president and secretary of this company are hereby fully authorized and empowered to execute *it* its behalf a second mortgage or deed of trust for the 2035 sum of not exceeding one million dollars, or four thousand dollars per mile of road upon the Central Railroad of Iowa, and to prepare and issue, predicated upon said mortgage or deed of trust, bonds in sums of one thousand dollars each, as they may deem advisable, with interest-coupons attached, payable half yearly on the 15th day of April and October in each year, at the rate of seven per cent. per annum, both principal and interest of said bonds to be payable in gold coin in the city of New York free from U. S. Government tax. Said mortgage or deed of trust to be executed to said such trustee as the president and treasurer shall appoint, and to embrace the company's railroad across the State of Iowa, subject to the first-mortgage bonds thereon, and all the locomotives, rolling-stock, and equipments of said railroad now 2036 owned or which may hereafter be acquired, together with all the net incomes of the company, after providing therefrom for the interest on the first-mortgage bonds; said mortgage or deed of trust and bonds to bear date April 15, 1871, and become payable thirty years after date. The right to redeem said bonds at any time after ten years to be reserved by paying the principal and interest thereof due at the date of redemption; and afterwards, on this 15th day of April, 1871, the president and secretary, for the purposes above named, determined that all of said bonds be in the form following, to wit:

Second-mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000.

No. .] CENTRAL RAILROAD OF IOWA. [No. .

For value received, the Central Railroad Company of Iowa promise to pay to Farmers' Loan & Trust Company of New York, or bearer (in the
year), one thousand dollars in United States gold coin at par, on the
2037 15th day of April, nineteen hundred and one, with interest in gold
coin as aforesaid at the rate of seven per cent. per annum, payable semi annually, free from U. S. Government tax, on the fifteenth day of April and October in each year, on presentation of the respective coupons hereto attached; both principal and interest being payable at the office or agency of said railroad in the city of New York. This bond is one of a series of second-mortgage bonds, of one thousand dollars each, to be issued at the rate of only four thousand dollars per mile of single railroad track ironed and equip'ed for business by said railroad company. The payment of the principal and interest on said bonds is secured by a deed of trust to the Farmers' Loan & Trust Company, bearing even date herewith, conveying to the said trustee all the rail-
road of this company located in the State of Iowa, including the
2038 road-bed, depot-grounds, buildings, right of way, rolling-stock,
machinery, franchises, and net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the said line extends. This issue is subject to a prior lien of a first mortgage of sixteen thousand dollars to the mile. This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan & Trust Company.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed and these presents to be signed by its president and secretary, and countersigned by its treasurer, on this 15th day of April, A. D. 1871.

(S'g'd) C. C. GILMAN,
President.

[SEAL.] JNO. MILLER, J'R,
Secretary.

Countersigned:
HORACE ABBOTT,
Treasurer.

2039 And whereas the consent of a majority of the holders of the
capital stock now issued by said corporation has been duly had and obtained authorizing this mortgage deed of trust:

Now, therefore, the said Central Railroad Company of Iowa, for and in consideration of one million dollars, received to their full satisfaction

of said Farmers' Loan and Trust of New York, and for the purpose and with the intent of securing all of said second-mortgage bonds above described, with the interest due and to grow due thereon, as a lien upon the entire franchises and property of the company, both real and personal, now owned or hereafter to be acquired by them, subject and secondary only to prior mortgage of four millions dollars upon the entire line, the same to protect an issue of first-mortgage bonds under day July 15, 1869, the issue of which is restricted to sixteen
2040 thousand dollars, par value, upon each and every mile of single-
track road, hath granted, bargained, sold, conveyed, assigned, transfered, and confered, and by these presents do grant, bargain, sell convey, assign, transfer, and confer to said Farmers' Loan & Trust Company of New York, as trustee, and in trust, and to their successor or successors, the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges, constructed or to be constructed, now held and acquired, or to be hereafter constructed or acquired, extending from a point in Davis County at the intersection of said line by the North Missouri Railroad; thence northerly to the north line of the State of Iowa, at some place hereafter to be determined, through the towns of Albia, in Monroe County, Eddyville, in Wappelo County, Oskaloosa, in Mahaska County, Grinnell, in Poweshiek Co., Marshalltown, in Marshall Co., Eldora, in Hardin
2041 Co., Hampton, in Franklin Co., and Mason City, in Cerro Gordo
Co., including also along the entire line all the right of way acquired by purchase or on condemnation, road-bed finished and in process of construction, with all material collected for construction or operatives purposes, depot grounds and gravel pits, quarries and real estate, station-houses and water-tanks, repair and machine shops, turntables, coal houses and sheds, and all things of every name and nature belonging to said party of the first part and pertaining to said railroad; also all machinery, locomotives, and rolling stock, and all tools and supplies heretofore acquired, or which may be hereafter acquired, by said Central Railroad Company of Iowa; also the net income of the said party of the first part during the continuance of this trust; the whole of said property being free and clear from all incumbrances,
2042 except the issue of four millions of dollars of first-mortgage bonds,
as before mentioned:

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said trustees, and to their successor or successors and assigns, in trust, and upon the trust, uses, and purposes hereafter expressed of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate, who shall hereafter at any time become the purchasers or holders, owners or bearers of either or any of said bonds, subject to the terms, provisions, or stipulations in said bonds contained, and also subject to the possession and management of said railroad and property by said party of the first part, and its successors and assigns, so long as no default shall be made in the payment of either principal or interest of said bonds, or in any or either or any of them, and so long as the
2043 said company shall well and truly observe, keep, and perform all
and singular the covenants, agreements, and conditions, and stipulations in said bonds and in this indenture contained and set forth, and which are to be observed, kept, and performed by and on the part of said company, party of the first part; and the said party of the first part doth hereby covenant, promise, and agree for itself, its successors or assigns, to and with the said trustee, their successor or successors, that

the said company will well and truly pay each and every of said bonds
issued by them and secured by this mortgage, together with the semi-
annual interest to become due thereon at the rate of seven per cent.
per annum at the time, in the manner, and at the place specified therein
in United States gold coin, and that in case said company shall
2044 for the space of six months make default in the payment of said
semi-annual interest to become due upon any, either, or the whole
of said mortgage bonds, there after the expiration of twelve months from
the time it becomes due, and without demand or notice, at the election
or option of a majority of the holders of said bonds, the whole princi-
pal sum mentioned in each and all of said mortgage bonds then out-
standing shall forthwith become due and payable, and the liens or in-
cumberances hereby created for the security and payment thereof may
at once be inforced; and it is agreed in case of default of the payment
of the semi-annual interest as above provided that said trustee or its
successor expressly authorized and empowered, upon the request in writ-
ing of a majority of the owners or holders of said bonds, to enter into and
upon and to actual possession of all the property, real and
2045 personal, and rights, franchises, and privileges of the premises
hereby conveyed, and each and every part thereof, and by their
agents or attorneys have, hold, use, and enjoy the same, and, from time
to time, make all repairs and replacements and all useful alterations,
additions, and improvements thereto as fully as the party of the first
part might have done before such entry; and to collect and receive all
tolls, freight, incomes, rents, issues, and profits of the same and of every
part thereof; and the said trustee' and their successors shall and may
and hereby is expressly authorized and empowered to sell at public
auction to the highest bidder the entire property, real and personal,
rights, franchises, and privileges herein conveyed. Said sale shall be
either in the city of Marshalltown, Iowa, or in the city of New York; at
least three months' notice shall be given of the time and place
2046 and terms of said sale by advertising the same in one or more
newspapers of large circulation in each of the cities of Marshall-
town and New York, and wherever else by law required, and continuing
said advertisement at least once a week until the time of sale; and the
said trustee may, from time to time, adjourn said sale at discretion, giv-
ing reasonable notice of the time and place where it will take place, and,
as the attorney in fact of the said party of the first part or their suc-
cessors, shall have full power & authority to make, execute, and deliver
to the purchaser or purchasers thereof good, valid, and sufficient deed
or deeds, conveyance or conveyances, assignments, or transfers in fee
simple or otherwise, of the entire property herein conveyed, and all the
rights, franchises, and privileges of the party of the first part or its
successors, which conveyance or conveyances, or transfer or
2047 deeds shall vest in the purchaser or purchasers all the right,
title, interest, and estate whatsoever, reversionary or in possession
or which they may be so entitled to receive, have, or hold of the said
company; and said sale shall be a complete and perpetual bar or estop-
pel both, in law or in equity, against said party of the first part, its
successors or assignees, and all persons and parties claiming by, from,
or under it or them in any wise or manner whatsoever; the amount of
purchase-money on said sale may be paid and satisfied in whole or in
part by the outstanding mortgage-bonds or any of them secured hereby,
and said bonds shall be received in whole or in part payment and satis-
faction by said trustee or its successor, according to their value, to be
ascertained and determined by the net amount arising from said

2048 sale; and out of the moneys received arising from said tolls,
freight, income, rents, profits, and earnings of said railroad and premises, or out of or from the proceeds of said sale so to be made as aforesaid, after first deducting the expenses, disbursements, costs, charges, and counsel-fees incurred in and about the conducting of said sale or the working or operating said railroad, including the compensation and commission of said trustee in about the execution of his trust, and all expenses of repairs, replacements, alterations, additions, and improvements, and all the payments for taxes, asses'ments, charges, or liens on said premises or any part thereof; the said trustee shall, if the amount secured *is* be sufficient for that purpose, pay said mortgage-bonds or so many of them as shall then be outstanding and unpaid, together with all interest then due upon the same; and if the amount be
insufficient, then to divide the same pro rata among the out-
2049 standing bonds; and the surplus of all such moneys or proceeds
of sale, if any there be, shall be paid to the said party of the first part or its assigns or successor; and it is further covenanted and agreed by and between the parties thereto that in case of any judicial foreclosure, sale, or other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof, based upon the foreclosure of this, and the holders of a majority of the then outstanding bonds secured by this mortgage shall in writing request the said trustee or their successor, th'y are authorized to purchase the premises embraced herein for the use and benefits of the holders of the then outstanding bonds secured by this mortgage; and having so purchased said premises, the right and title thereto shall vest in said
trustee, and no bondholder shall have any claim to the premises
2050 or to the proceeds thereof *ac*cept for his pro rata share of the
proceeds of said purchased premises as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby; and that said trustee may take such lawful measures as deemed for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage. Said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct; and said trustee, so purchasing, shall thereupon reconvey the premises so purchased by
them to said new company or corporation; and it is further agreed
2051 that the said trustee may appoint and *com*pl'y, at the expense of
said trust-estate, all such attorneys, counsellors, clerks, bookkeepers, and engineers, or other agents, as may be reasonable necessary in the execution of any the trusts herein named or hereby declared, and shall not be answerable for the defaults or other misconduct or neglect of such employees, unless chargeable with culpable negligence in the selections. And further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of his trust.

And it is further mutually agreed by the parties hereto that said trustee shall receive from said company for services in the acceptance of this trust and the signing and delivery of these bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars
2052 of bonds thus signed and delivered.

And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of said bonds at any meeting called for that purpose; and also that

said trustee may resign this trust and be thereby discharged from future liabilities thereunder by a notice of three months in writing to said company or its successors. And the said company, for themselves, their successors, or assigns, hereby covenant and agree for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances, to the said trustee of the property herein described for the more fully securing the payment
2053 of said bonds, particularly for the conveyance of any right, interest, or property acquired by said party of the first part subsequent to the date hereof; provided, always, and this grant and conveyance is upon the express condition that upon the payment in full of said bonds and the interest due thereon or on the conversion thereof into the stock in manner named in said bonds, or exhibiting said bonds cancelled to said trustee, then the estate, title, and interest of the said trustee shall cease, determine, and become void, and upon request of said party of first part or their successors the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad Company of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto attached.

2054 [SEAL.] (Signed) C. C. GILMAN,
President.
J. MILLER, J'R,
Secretary Central Railroad Company of Iowa.

[U. S. i. r. $1.—C. C. G., April 15, '71.]

Interlineation made on 19, "page 14," line after words "mortgage" of 15 words; also pay 23 "11" line after word "trustee" 10 words, same done before signatures attached. The bonds issued under this instrument will be legally stamped by the United States Government before they are offered for sale by our company.

(Signed) C. C. GILMAN,
P't C. R. R. of Iowa.

STATE OF IOWA,
Hardin County, ss:

Be it remembered that on the 15th day of April, 1871, before me, a notary public in and for said State and county, personally appeared Charles C. Gilman and John Miller, j'r, who are personally known to me to be the identical persons whose names are affixed to
2055 the foregoing indenture as, respectively, president and secretary, and acknowledged the same to be their voluntary act and deed of said Central Railroad Company of Iowa; and they each being by me duly sworn, depose and say, each for himself, that he, Charles C. Gilman is president, & he, John Miller, j'r, is secretary of said railroad company; that they signed the foregoing instrument as such president and secretary and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[SEAL.] (S'g'd) E. W. EASTMAN,
Notary Public, Hardin Co., Iowa.

2056 EXHIBIT C.

Mortgage or trust deed. Central Railroad of Iowa to Farmers' Loan & Trust Co., N. Y.

Third mortgage deed from the Central Railroad Company of Iowa to the Farmers' Loan & Trust Company of New York, trustee for the bondholders, in trust to secure the payment of fifteen hundred thousand dollars due May 15th, 1902.

This indenture, made at the city of Marshalltown, in the State of Iowa, on the 15th day of May, 1872, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan & Trust Company of the city of New York, party of the second part, witnesseth:

2057 That the said Central Railroad Company of Iowa have a floating indebtedness of about three hundred thousand dollars, and require a fund of about one million dollars for more perfect development of the resources of their road, by extension of tracks, erection of machinery necessary for repair, and for other general and beneficial use of the company.

And whereas for the purposes above named the directors of this company have adopted and the stockholders at their regular May meeting of the currant year have duly ratified the following resolutions, to-wit:

Resolved, That the capitol stock of this company, now limited by the articles of incorporation to thirty thousand dollars per mile, be increased to forty thousand dollars per mile, and notice of this increase be duly given to the secretary of state of Iowa in the form prescribed by
2058 law.

Resolved, That for the purpose of perfecting our road and supplying additional rolling-stock and machinery, and to create a contingent fund, which may be used hereafter or not, as the interest of the company may require, an issue of income-bonds may be made at the rate of six thousand dollars to the mile, the same being secured by a third mortgage upon the road, its franchise, equipment, and income; and the proper officers are hereby authorized and instructed to execute said mortgage, to issue bonds as above proposed, and to offer the same to the public at a price fixed by the directors. And whereas on the 15th day of May, 1872, the president and secretary of the company, under the authority and instructions thus granted and set forth, deter-
2059 mined that all of said bonds be in the form following viz:

Third-mortgage bond.

$1,000.] State of Iowa, United States of America. [$1,000.

No. .

THE CENTRAL RAILROAD OF IOWA.

For value received the Central Railroad Company of Iowa promise to pay to the Farmers' Loan & Trust Company of New York or bearer one thousand dollars in United States gold coin, at par, on the 15th day of May, in the year nineteen hundred and two, with interest in gold coin as aforesaid at the rate of seven per cent. per annum. payable semi-annually, free from U. S. Government tax, on the fifteenth days of May and November in each year, on presentation of the respective coupons hereto attached, both principal and interest being payable at the office or agency of said railroad in the city of New York.

2060 This bond is one of a series of third-mortgage bonds of one thousand dollars each, to be issued at the rate of only six thousand dollars per mile of single railroad track, ironed and equipped for business by said railroad company.

The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan & Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including road-bed, depot grounds, buildings, right of way, rolling-stock, machinery, franchises, and net income, acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends. This issue is subject to prior liens, viz.: A first mortgage of sixteen thousand dollars per mile and second mortgage of four thousand dollars per mile.

2061 This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officer of said Farmers' Loan & Trust Company, and shall be redeemable at the option of the railroad company, at any time after five years, at par and accrued interest.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president and secretary and countersigned by its treasurer, on this fifteenth day of May, A. D. 1872.

(Signed)

President.

[L. S.] Countersigned: *Secretary.*

Treasurer.

Now, therefore, the said Central Railroad of Iowa, for and in consideration of the sum of fifteen hundred thousand dollars, received to their full satisfaction of the said Farmers' Loan & Trust Company of New York, and for the purpose and with the intent of securing the pay-
2062 ment of all of the said third-mortgage deeds above described, with the interest due and to become due thereon, as a lien upon the entire franchises and property of the company, both real and personal, now owned or hereafter to be acquired by them, subject and secondary only to a prior mortgage of five million dollars upon their entire line, the same to protect an issue of first-mortgage bonds under the date of July 5th, 1869, the issue of which is restricted to sixteen thousand dollars, par value, upon each and every mile of single-track road, and an issue of second-mortgage bonds, under date of April 15th, 1871, restricted in like manner to four thousand dollars, per value, upon each mile of road, hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents doth grant, bargain,
2063 sell, convey, assign, transfer, and confirm to said Farmers' Loan & Trust Company of New York as trustee and in trust, and to their successor or successors, the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges, constructed, now held, acquired, or to be hereafter constructed or acquired, extending from a point in Davis County, on the south line of the State of Iowa, at the intersection of said line by the S't Louis, Kansas City

and Northern (formerly known as the North Missouri Railroad), thence northerly to the north line of the State of Iowa, in Worth County, at a point northwest of the town of Northwood, through the towns of Albia, in Monroe County, Eddyville, in Wapello County, Oskaloosa, in Mahaska County, Grinnell, in Poweshiek County, Marshalltown, in
Marshall County, Eldora, in Hardin County, Hampton, in Frank-
2064 lin County, and Mason City, in Cerro Gordo County, including
also, along the entire line, all the right of way acquired by purchase or condemnation, road-bed and superstructure, finished and in process of construction, with all material collected for construction or operation, depot grounds, gravel-pits, quarries, and real estate of every kind, station houses, repair and machine shops, turn-tables, coal-houses and sheds, water-tanks, and all things of every name and nature belonging to said party of the first part and pertaining to said railroad, also all machinery, locomotives, and rolling-stock, and all tools and supplies heretofore acquired or which may hereafter be acquired by said Central Railroad Company of Iowa, and also the net income of the said party of the first part during the continuance of this trust, the whole of
said property being free & clear from all incumberances except the
2065 issue of five million of dollars of the first and second mortgage
deeds, as before mentioned.

To have and to hold the above granted and bargained premises with the appurtenances thereof unto the said trustees and to their successor or successors and assigns in trust, and upon the trust, uses, and purposes hereinafter expressed of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies corporate or public, who shall hereafter at any time become the purchasers or holders, owners or bearers, of any or either of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, also subject to the possession and management of said railroad and property by said party of the first part, its suc-
cessors and assigns, so long as no default shall be made in the
2066 payment of either principal or interest of said bonds, or of any or
either of them, and so long as the said company shall well and truly observe, keep, and perform all and singular the covenants, agreements, conditions, and stipulations in said bonds and in this indenture contained and set forth, and which are to be observed, kept, and performed by and on the part of said company, party of the first part. And the said party of the first part doth hereby covenant, promise, and agree for itself, its successors, that the said company will well and truly pay each and every of said bonds issued by them and secured by this mortgage, together with the semi-annual interest to become due thereon, at the rate of seven per cent. per annum, at the times and in the manner and at the place specified therein, in United States gold coin, re-
serving, however, the right at the expiration of five years from
2067 the date of this indenture, or at any time thereafter on notice
duly given three months beforehand in newspapers of large circulation published in the cities of Marshalltown and New York, and also served personally upon the holders of coupons presented for payment, to redeem any and all of said bonds on payment of the principal and of the interest due at the date of redemption. And in case any or either of said bonds, after notice to the holders as above, be not presented in the company's office or agency in New York for payment and redemption, then upon each bond so withheld interest shall therefrom cease and determine. It is furthermore agreed that in case said company shall for a space of six months make default in the payment of the semi-annual

interest to become due upon any, either, or the whole of said mortgage bonds prior to the final notice of redemption above mentioned
2068 and described then, after the expiration of twelve months from
the time when said interest became due and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of said mortgage bonds then outstanding shall forthwith become due and payabe, and the lien and incumbrance hereby created for the security and payment thereof may at once be enforced.

And it is agreed that in case of a default of payment of the semi-annual interest as above provided, that said trustee or its successor is hereby expressly authorized and empowered, upon the request in writing of a majority of the owners or holders of said bonds, to enter into and upon and to take active possession of all the property, real and personal, and rights, franchises, and privileges of the premises hereby conveyed and each and every part thereof, and by their agents or
2069 attorneys have, hold, use, and enjoy the same, and from time to
time make all the repairs and replacements, and all useful alterations, additions, and improvements thereto as freely as the parties of the first part might have done before such entry, and to collect and secure all tolls, freights, incomes, rents, issues, and profits of the same, and of every part thereof, and the said trustees and its successors shall and may, and is hereby expressly authorized and empowered to sell at public auction to the highest bidder the entire property, real and personal, rights, franchises, and privileges herein conveyed. Said sale shall be either in the city of Marshalltown, Iowa, or in the city of New York.

At least three months' notice shall be given of the time and place and terms of said sale by advertising the same in one or more newspapers of large circulation in each of the cities of Marshalltown and New York, and wherever else required by law, continuing said advertisement at
2070 least once a week until the time of sale, and the said trustee may
from time to time adjourn said sale at discretion, giving reasonable notice of the time and place where it will take place. And as the attorney in fact of the said party of the first part, or their successors, shall have full power and authority to make, execute, and deliver to the purchaser and purchasers thereof good, valid, and sufficient deed or deeds, or conveyance or conveyances, assignments or transfer in fee simple or otherwise, of the entire property herein conveyed, and all the rights, franchises, and privileges of the party of the first part, or its successors, which conveyance or conveyances, transfer, or deed shall vest in the purchaser or purchasers all the right, title, interest, or estate whatsoever, reversionary or in possession, or which they may be entitled to receive, have, or hold of the said company; and said sale shall
2071 be a complete and perpetual bar or estoppel, both in law or
equity, against said party of the first part, its successors or assigns, and all persons and parties claiming by, from, or under it or them in anywise or manner whatsoever; the amount of the purchase-money on said sale may be paid and satisfied in whole or in part by the outstanding mortgage bonds, or any of them secured hereby; and said bonds shall be secured in whole or in part payment and satisfaction by said trustee or its successor, according to their value, to be ascertained and determined by the net amount arrising from said sales and out of the moneys received from said tolls, freights, incomes, rents, profits, and earnings of said railroad and premises, and out of or from all proceeds of said sale so to be made as aforesaid, after first deducting
2072 the expenses, disbursements, costs, charges, and counsil-fees in-

curred in and about the conducting of said sale, or the working or operating said railroad, including the compensation and commission of said trustee in and about the execution of this trust, and all expenses of repairs, replacements, alterations, and improvements, and all the payments of taxes, assessments, charges, or liens on said premises or any part thereof. The said trustee shall, if the amount secured be sufficient for that purpose, pay said mortgage bonds, or so much of them as shall then be outstanding and unpaid, together with the interest then due upon the same, and if the amount shall be insufficient, shall then divide the same pro rata among the outstanding bonds, and the surplus of all such monies or proceeds of sale, if any there be, shall be paid to
2073 the said party of the first part or its successors or assigns.

And it is further covenanted and agreed by and between the parties hereto, that in case of any judicial foreclosure sale, or other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof, based upon the foreclosure of this mortgage, if the holders of a majority of the then outstanding bonds secured by this mortgage shall request in writing the said trustee or its successor, the said party of the second part is authorized to purchase the premises embraced herein for the benefit of the holders of the then outstanding bonds secured by this mortgage, and having so purchased said
2074 premises, the right and title therein shall vest in said trustee, and no bondholder shall have any claim to the premises or to the proceeds thereof, except for his pro rata share of the proceeds of said purchased premises, as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby, and the said trustee may take such lawful measures as are deemed for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage, said new company or corporation to be organized upon such terms, conditions, limitations, and in such manner as the holders of the majority of said outstanding bonds secured by this mortgage
2075 shall in writing request or direct, and said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation; and it is further agreed that the said trustee may appoint and employ, at the expense of said trust-estate, all such attorneys, councillors, clerks, bookkeepers, engineers, or other agents as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the default or other misconduct or neglect of such employees, unless charg'able with culpable negligence in their selection. And further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of the trust.

And it is further mutually agreed by the parties hereto, that said
2076 trustee shall receive from said company for services in the acceptance of this trust, the signing and delivery of the bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered; and it is further mutually agreed, that said trustee may be removed from the office of trustee hereunder by a vote of a majority in interest of the holders of said bonds, at any meeting called for the purpose, and also that the said trustee may resign the trust and be thereby discharged from subsequent liabilities thereunder by a notice of three month', in writing, to said company or its successors.

And the said company, for themselves, their successors and as-
2077 signs, hereby covenant and agree, for the consideration aforesaid, to

execute and deliver any further reasonable and necessary deeds, conveyance, or conveyances to the said trustee of the property herein described, for the more fully securing the payment of said bonds, particularly for the conveyance of any right entered or property acquired by the said party of the first part subsequent to the date her'of. Provided always, and this conveyance and grant is upon the express condition, that upon the payment in full of said bonds and the interest due thereon, on exhibiting said bonds cancelled to said trustee, then the estate, title, and interest of the said trustee shall cease, determine, and become void.

And upon the request of the said party of the first part, or their successors, the said trustee shall execute and deliver a proper release or satisfaction of this mortgage.

2078 In witness whereof the said Central Railroad Company of Iowa has caused this indenture to be subscribed in its corporate name by its president and secretary and has caused its corporate seal to be hereto affixed.

(Signed) C. C. GILMAN,
President,
[SEAL.] (") L. G. BALL,
Secretary Central R. R. of Iowa.

A $1.00 stamp has been placed on each one thousand dollar bond.

STATE OF IOWA,
Marshall County, ss:

Be it remembered that on the eleventh day of June, 1872, before me, a notary public in and for said county and State, personally appeared C. C. Gilman and L. G. Ball, who are to me personally known to be the identical persons whose names are affixed to the foregoing indenture as, respectively, president & secretary, and acknowledge the same to
2079 be their voluntary act and deed of said Central Railroad Company of Iowa. And they each, being by me duly sworn, depose and say, each for himself, that the C. C. Gilman is president and that L. G. Ball is secretary of said railroad company; that they signed the foregoing instrument as said president and secretary, and caused the corporate seal of said company to be affixed thereto, all as the act and deed of said company, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above mentioned.

[SEAL.] (Signed) C. E. BOARDMAN,
Notary Public.

General index.

2060,2061 Grantors' names.	Grantees' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Iowa Central Railroad Co	Farmers' Loan & Trust Co. of N. Y.	11th September, 1869	9th September, 1869	Mortgage	B	240	
2. I. Iowa Central Railroad Co	Farmers' Loan & Trust Co. of N. Y.	31st May, 1871	15th April, 1871	Mortgage	C	34	
3. Iowa Central R. R. Co	Farmers' Loan & Trust Co. of N. Y.	13th June, 1872	15th May, 1872	Mortgage	C	368	

Grantees' names.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	ge.	Description of lands.
1. Farmers' Loan & Trust Co. of N. Y.	Central R. R. Co. of Iowa	11th September, 1869	9th September, 1869	Mortgage	B	240	
2. Farmers' Loan & Trust Co. of N. Y.	Central R. R. Co. of Iowa	31st May, 1871	15th April, 1871	Mortgage	C	34	
3. F. Farmers' Loan & Trust Co. of N. Y.	Central R. R. Co. of Iowa	13th June, 1872	15th May, 1872	Mortgage	C	368	

2082 STATE OF IOWA,
Franklin County:

I, G. C. Hayes, recorder of the county aforesaid, hereby certify that the several instruments to which this certificate is appended, marked respectively A, B, and C, are true and correct copies of instruments as the same appears of record upon the books and records of my office. The said instrument marked A being recorded at pages 240, 241, 242, 243, 244, 245, & 246 of book B of mortgages. The said instrument marked B being recorded on pages 34, 35, 36, 37, 38, 39, & 40 of book C of mortgages. The said instrument marked C being recorded on pages 368, 369, 370, 371, 372, 373, & 374 of book C of mortgages.

And I further certify that the instrument hereto affixed marked D, with the items therein, consecutively marked 1, 2, & 3, are correct copies of the index entries in relation to said mortgages or deeds 2083 of trust, as the same remain of record in my office in index letter A of mortgages, under letters I and F.

Witness my hand this 22d day of April, A. D. 1874.
(S'g'd) G. C. HAYES,
Recorder of Franklin County and State of Iowa.

2084

EXHIBIT A.

Mortgage or deed of trust to Farmers' Loan and Trust Co. of N. Y.

This indenture, made this 15 day of July, A. D. 1869, at Marshalltown in the State of Iowa, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated, and existing by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan & Trust Company of New York, a corporation duly and legally organized, and existing by and under the laws of the State of New York, party of the second part, witnesseth:

That whereas the said party of the first part is the owner in fee of the railroad extending from Marshalltown, in the State of Iowa, 2085 to the village of Ackley, in said State of Iowa, a distance of about forty-five miles, which line of railroad is now subject to a mortgage or deed of trust made by the Iowa River Railway Company, on the 21st day of September, A. D. 1868, to Henry L. Stout and L. D. Randall, of Dubuque, Iowa, trustees in trust, to secure the payment of seven hundred and twenty thousand dollars of bonds, all of which bonds are now outstanding and a valid claim against the party of the first part, the said railroad having been purchased by the said party of the first part from said Iowa River Railway Company, agreeing, in consideration thereof, to exchange for said bonds an equal amount of bonds to be issued in pursuance of this mortgage, as will hereafter more fully appear.

And whereas said party of the first part is the owner in fee of the right of way, depot grounds and property heretofore owned by the Iowa Central Railroad Company from the point of junction with the south line of said State of Iowa, in Davis County, to the city of Oskaloosa, in Mahaska County, in said State of Iowa, by purchase and legal conveyance of said property to said party of the first part.

And whereas said party of the first part is desirous of continuing and extending said railroad from Marshalltown to the south line of the said State of Iowa through the city of Oskaloosa, and from Ackley, in Hardin County, to the north line of said State of Iowa, as near as

practicable to the sixteenth meridian of longitude west from
2086 Washington, entirely across the said State of Iowa, and equipping the said railroad.

And whereas said party of the first part has entered into a contract with the Iowa Valley Construction Company, a corporation duly organized and existing under the laws of Iowa, by which said last-named company agree to construct said railroad.

And whereas said party of the first part, for the purpose of paying said indebtedness and providing means to pay for the constructing the remainder of said railroad as aforesaid, have resolved to issue and deliver bonds to the number of three thousand of the sum of one thousand dollars each, consecutively numbered from one to three thousand inclusive, and to the number of two thousand of the sum of five
2087 hundred dollars each, numbered in like manner from one to two thousand inclusive, amounting to sixteen thousand dollars per mile of railroad now built or hereafter to be built, and not exceeding the aggregate sum of four millions of dollars on the line above named.

All of which bonds are duly and legally made and delivered by said railroad company, party of the first part, and in the form following:

2088 *First-mortgage bond.*

$1,000.] State of Iowa, United States of America. [$1,000.

No. .] CENTRAL RAILROAD OF IOWA. [No. .

For value received the Central Railroad Company of Iowa promises to pay to the Farmers' Loan & Trust Company of New York, or bearer, one thousand dollars in United States gold coin, at par, on the fifteenth day of July, in the year eighteen hundred and ninety-nine, with interest in gold coin as aforesaid at the rate of seven per cent. per annum, payable semi-annually, free from U. S. Government tax, on the fifteenth days of January and July in each year, on presentation of the respective coupons hereto attached; both principal and interest being payable at the office or agency of said railroad in the city of New York.

This bond is one of a series of first-mortgage bonds of five hun-
2089 dred dollars and of one thousand dollars each, to be issued at the rate of only sixteen thousand dollars per mile of single railroad track ironed and equipped for business by said railroad company. The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road-bed, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends. Any holder of this bond may after
2090 five years have the same converted into the capital stock of said railroad company, and be intitled therefor ten shares of said capital stock on the surrender of this bond with all the unpaid coupons thereto annexed.

This bond shall not become obligatory until the certificate endorsed hereon is signed by the authorized officers of said Farmers' Loan and Trust Company.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed and these presents to be signed by its president and secretary and countersigned by its treasurer on this fifteenth day of July, A. D. 1869.

(Signed)

President.

Countersigned:

Treasurer.

Secretary.

Now therefore the said Central Railroad Company of Iowa, 2091 party of the first part, for and in consideration of the premises and of the sum four millions of dollars received to their full satisfaction of said trustee, party of the second part, and for the purpose and with the intent of securing the payment of all of said bonds, with the interest due and to grow due thereon, hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents doth grant, bargain, sell, convey, assign, transfer, and confirm to said Farmers' Loan & Trust Company of New York, as trustee and in trust, and to their successor or successors, the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges, constructed or to be hereafter constructed, now held or acquired, or to be hereafter constructed and acquired, extending from a point in 2092 Davis County on the south line of the State of Iowa, at the intersection of the said line by the North Missouri Railroad, to Oskaloosa, in Mahask' County, a distance of about sixty miles along the line formerly owned by said Iowa Central Railroad Company, and thence northerly to Marshalltown, and thence along and including the railroad built by the said Iowa River Railway Company to Ackley in Hardin County, and thence northerly to the north line of the said State of Iowa, at such point as shall be hereafter definitely determined, including all the rights and franchises of the said Iowa Central Railroad Company and of the said Iowa River Railway Company, including also along the entire line all the right of way acquired by purchase or condemnation, road-bed, finished and in process of construction, with all 2093 material collected for construction or orperative purposes, depot grounds, gravel-pits, quarries, and real estate, station-houses, water-tanks, repair and machine shops, turn-tables, coal-houses and sheds, and all things of every name and nature belonging to said party of the first part and pertaining to said railroad; also all machinery, locomotives and rolling-stock, and all tools and supplies heretofore acquired, or which may hereafter be acquired, by said Central Railroad Company of Iowa, also the net income of the said party of the first part during the continuance of this trust. The whole of said property being free and clear from all incumberances except the issue of seven hundred and twenty thousand dollars of bonds under the said mortgage to Stout and Randall, trustees, on the railroad from Marshalltown to Ackley, but which bonds are to be exchanged for an equal amount of 2094 bonds issued in pursuance of this mortgage, and when that exchange shall be effected in full then the entire property above described will be free and clear from all incumberances except that created by this instrument; to have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said trustees and to their successor or successors or assigns in trust, and upon the trust, uses and purposes hereinafter expressed of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate, who shall hereafter at any time become the

purchasers or holders, owners, or bearers of any or either of said bonds,
subject to the terms, provisions and stipulations in said bonds
2095 contained and also subject to the possession and management of
said railroad and property by said party of the first part and its
successors and assigns so long as no default shall be made in the payment
of either interest or principal of said bonds, or in any or either of
them, and so long as the said company shall well and truly observe, keep,
and perform all and singular the covenants, agreements, conditions and
stipulations in said bonds and in this indenture contained and set forth,
and which are to be observed, kept, and performed by an' on the part
of said company, party of the first part.

It is further agreed by and between the parties hereto that the said
parties of the first part shall take up and exchange seven hundred
2096 and twenty thousand dollars of the bonds of said Iowa River
Railway Company, in pursuance to the terms of the contract with
said party of the first part and said Iowa River Railway Company for
the purchase of their railway, dated July 22d, 1869, to which reference
is made, by giving the holders thereof the bonds secured by this mortgage
in equal amounts, dollar for dollar, and that for the purpose of
said exchange it is agreed that said trustee, party of the second part,
may retain seven hundred and twenty thousand dollars of the bonds
issued in pursuance of this mortgage, for delivering to the holders of
said Iowa River Railway Company bonds in manner to be hereafter
agreed upon between said railroad companies. That the said
2097 trustee, party of the second part, shall cancel and discharge each
and all of said Iowa River Railway bonds as received in exchange
as aforesaid, and make or cause to be made upon such bond a brief note
or memorandum stating when exchanged, in such manner and form as
will enable the party of the first part to trace the transaction; and when
all of said Iowa River Railway bonds shall have been exchanged and
cancelled, the mortgage or trust-deed upon which they are predicated
shall be cancelled of record, and the said party of the first part doth
hereby covenant, promise, and agree, for itself, its successors, or assigns,
to or with the said trustee, their successor or successors, that the said
company will well and truly pay each and every of said bonds
2098 issued by them and secured by this mortgage, together with the
semi-annual interest to become due thereon, at the rate of seven
per cent. per annum, at the times, in the manner, and at the places
specified therein, in United States gold coin; and that in case said company
shall for the space of six months make default in the payment of
the said semi-annual interest to become due upon any, either, or the
whole of said mortgage bonds, then after the expiration of twelve months
from the time it became due, and without demand or notice, at the election
or option of a majority of the holders of said bonds, the whole
principal sum mentioned in each and all of the said bonds then outstanding
shall forthwith become due and payable, and the lien or
2099 incumbrances hereby created for the security and payment thereof
may at once be enforced.

And it is agreed, in case of the defaults of the payment of the semi-annual interest as above provided, that said trustee or its successor is hereby expressly authorized and empowered, upon the request in writing of a majority of the owners or holders of said bonds, to enter into and upon and to take actual possession of all the property, real and personal, and rights, franchises, and privileges of the premises hereby conveyed and each and every part thereof, and by their agents or attorneys have, hold, use, and enjoy the same, and from time to time make all

**repairs and replacements, and all useful alterations, additions,
2100 and improvements thereto as fully as the party of the first part
might have done before such entry, and to collect and receive all
tolls, freights, incomes, rents, issues, and proffits of the same and of
every part thereof; and the said trustee and their successor shall and
may and hereby is expressly authorized and empowered to sell at public
auction, to the highest bidder, the entire property, real and personal,
rights, franchises, and privileges herein conveyed. Said sale shall be
either in the city of Marshalltown, Iowa, or in the city of New York. At
least three months' notice shall be given of the time and place and terms
of said sale by advertizing the same in one or more newspapers of large
circulation in each of the cities of Marshalltown and New York,
2101 and wherever else required by law, and continuing said advertisement
at least once a week until the time of sale, and the
said trustee may, from time to time, adjourn said sale at discretion,
giving reasonable notice of the time and place where it will take place,
and as the attorney in fact of the said party of the first part or their successors
shall have full power and authority to make, execute, and deliver
to the purchaser or purchasers thereof good, valid, and sufficient
deed or deeds, conveyance or conveyances, assignments or transfer, in
fee simple or otherwise, of the entire property herein conveyed, and all
the rights, franchises, and privileges of the party of the first part
2102 or its successors, which conveyance or conveyances, transfer or
deeds, shall vest in the purchaser or purchasers all the right,
title, interest, and estate whatsoever, reversionary or in possession, or
which they may be entitled to receive, have, or hold of the said company,
and said sale shall be a perpetual bar or estoppel, both in law and
equity, *and equity* against said party of the first part, its successors or
assigns, and all persons or parties claiming by, from, or under it or
them in any wise or manner whatsoever. The amount of the purchase
money on said sale may be paid and satisfied in whole or in part by
the outstanding mortgage bonds, or any of them secured hereby,
2103 and said bonds shall be received in whole or in part payment
and satisfaction by said trustee or its successor, according
to their value, to be ascertained and determined by the net amount
arising from said sale, and out of the monies received from said tolls,
freights, incomes, rents, profits, and earnings of said railroad and
premises, or out of or from the proceeds of said sale so to be made
as aforesaid, after first deducting the expense, disbursements, costs,
charges, and counsel fees incurred in and about the conducting of
said sale, or the working or operating said railroad, including the
compensation and commission of said trustee in and about the execution
of this trust, and all expenses of repairs, replacements, alterations,
additions, and improvements, and all payments for taxes,
2104 assessments, charges, or liens on said premises or any part thereof.**

**The said trustee shall, if the amounts secured be sufficient for
that purpose, pay said mortgage bonds, or so many of them as shall
then be outstanding and unpaid, together with all interest then due
upon the same, and if the amount be insufficient, then to divide the
same pro rata among the outstanding bonds, and the surplus of all such
monies or proceeds of sale, if any there be, shall be paid to said party of
the first part or its assigns or successors.**

**2105 And it is further covenanted and agreed by and between the
parties hereto that in case of any judicial foreclosure sale or other
sale of the premises embraced in this mortgage under the decree of any
court having jurisdiction thereof, based upon the foreclosure of this mort-**

gage, and the holders of a majority of the then outstanding bonds secured by this mortgage shall, in writing, request the said trustee or their successor, they are authorized to purchase the premises embraced herein for the use and benefit of holders of the then outstanding bonds secured by this mortgage.

And having so purchased said premises, the right and title thereto shall vest in said trustee, and no bondholder shall have any
2106 claim to the premises or to the proceeds thereof, except for his
pro rata share of the proceeds of said purchased premises as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby; and that said trustee may take such lawful measures as demand for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage; said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner, as a majority of the holders of said outstanding bonds secured by this mortgage shall, in writing, request or
2107 direct, and said trustee so purchasing shall thereupon reconvey
the premises so purchased by them to said new company or corporation; and it is further agreed that the said trustee may appoint and employ, at the expense of the said trust estate, all such attorneys, counsellors, clerks, bookkeepers, engineers, or other agents as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the defaults or other misconduct or neglect of such employés, unless chargeable with culpable negligence in the selections; and further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of this trust.

2108 And it is further mutually agreed by the parties, to wit, that
said trustee shall receive from said company for services in the acceptance of this trust, and the signing and delivery of the bonds issued hereunder the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered.

And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds at any meeting called for that purpose. And also that said trustee may resign this trust and be thereby discharged from further liabilities thereunder by a notice of three months in writing to said company or its successors.

2109 And the said company for themselves, their successors and as-
signs, hereby covenant and agree for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances, to the said trustee of the property herein described for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by said party of the first part subsequent to the date hereof, provided always, and this grant and conveyance is upon the express condition that upon the payment in full of said bonds and the interest due thereon, or on the commission thereof into the stock in manner named in said bonds, on exhibiting said bonds cancelled to said trustee, then
2110 the estate, title, and interest of the said trustee shall cease, de-
termine, and become void, and upon request of said party of the first part, or their successor, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad of Iowa have caused this in-

denture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto affixed.

(SEAL.) (Signed) CHARLES C. GILMAN,
President.

(") CHARLES COLLINS,
Secretary.

[50-cent stamp on each bond for every $500.]

STATE OF IOWA,
Harden County, ss:

Be it remembered that on the 9th day of September, 1869, before
2111 me, a notary public, in and for said State and county, personally appeared Charles C. Gilman and Charles Collins, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively president and secretary, and acknowledged the same to be the voluntary act and deed of said Central Railroad Company of Iowa, and they each being by me duly sworn depose and say, each for himself, that he, Charles C. Gilman is president, and that he, Charles Collins, is secretary of the said railroad company; that they signed the foreg'ing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company, for the uses and purposes therein mentioned.

2112 In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

(SEAL.) (Signed) E. W. EASTMAN,
Notary Public.

2113 EXHIBIT B.

Mortgage or trust deed. Central Railroad of Iowa to Farmers' Loan and Trust Company of N. Y.

Second mortgage deed of trust from the Central Railroad of Iowa to the Farmers' Loan and Trust of New York, trustee for the bondholders in trust to secure the payment of one million dollars due April 15th, 1901

This indenture, made at the city of Marshalltown, in the State of Iowa, this 15th day of April, 1871, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated by and under the laws of the State of Iowa, and the Farmers' Loan and Trust Company of the city of New York, witnesseth:

That whereas the said Central Railroad Company of Iowa have a floating indebtedness of about one hundred and fifty thousand dollars
2114 ($150,000), and require a fund of about as much more as a contingent fund to provide for future interest on bonds as it may from time to time accrue;

And whereas for the successful and profitable operation of this road from the State line of Missouri to the State line of Minnesota, and now built and in operation from Albia, in Monroe County, to Mason City, in Cerro Gordo County, additional machine and repair shops are required, and the addition of locomotives and cars is deemed a necessity; and whereas for the purposes above named, and for other general and beneficial uses of the company, the directors of this company on the 15th day of March, 1871, duly adopted the foregoing resolutions to wit:

2115 Resolved, That the president and secretary of this company are

hereby fully authorized and empowered to execute in its behalf a second mortgage or deed of trust for the sum of not exceeding one million dollars of four thousand dollars per mile of road upon the Central Railroad of Iowa; and to prepare and issue, predicated upon said mortgage or deed of trust, bonds in sums of one thousand dollars each, as they may deem advisable, with interest coupons attached, payable half yearly on the 15th day of April and October in each year, at the rate of seven per cent. per annum; both principal and interest of said bonds to be payable in gold coin, in the city of New York, free from U. S. government tax. Said mortgage or deed of trust to be executed to such trustee as the president and treasurer shall appoint and to
2116 embrace the company's railroad across the State of Iowa, subject to the first-mortgage bonds thereon, and all the locomotives, rolling-stock, and equipments of said railroad now owned or which may hereafter be acquired, together with all the net incomes of the company after providing therefrom for the interest on the first mortgage bonds; said mortgage or deed of trust and bonds to bear date April 15th, 1871, and become payable thirty years after date; the right to redeem said bonds at any time after ten years to be reserved by paying the principal and interest thereof due at the date of redemption.

And afterwards, on this the 15th day of April, 1871, the president and secretary, for the purposes above named, determined that all of said bonds be in the following, to wit:

2117 $1,000] *Second-mortgage bond.* [$1,000

No. .] State of Iowa, United States of America. [No.

CENTRAL RAILROAD OF IOWA.

For value received, the Central Railroad Company of Iowa promises to pay to the Farmers' Loan and Trust Company of New York, or bearer, one thousand dollars in United States gold coin at par, on the 15th day of April, nineteen hundred and one, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. government tax, on the fifteenth day of April & October, in each year, on presentation of the respective coupons hereto attached; both principal and interest being payable at the office or agency of said railroad in the city of New York.

This bond is one of a series of second mortgage bonds of one
2118 thousand dollars each to be issued at the rate of only four thousand dollars per mile of single railroad track, ironed and equipped for business by said railroad company.

The payment of the principal and interest on said bonds is secured by a deed of trust to the Farmers' Loan & Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road-bed, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and net incomes acquired and to be acquired by said company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends.

This issue is subject to a prior lien of a first mortgage of sixteen thousand dollars to the mile. This bond shall not become obliga-
2119 tory until the certificate endorsed hereon, is signed by the authorized officer of said Farmers' Loan and Trust Company.

In witness whereof the said railroad company has caused its corporate denture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto affixed.

(SEAL.) (Signed) CHARLES C. GILMAN,
President.
(") CHARLES COLLINS,
Secretary.

[50-cent stamp on each bond for every $500.]

STATE OF IOWA,
Harden County, ss:

Be it remembered that on the 9th day of September, 1869, before
2111 me, a notary public, in and for said State and county, personally
appeared Charles C. Gilman and Charles Collins, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively president and secretary, and acknowledged the same to be the voluntary act and deed of said Central Railroad Company of Iowa, and they each being by me duly sworn depose and say, each for himself, that he, Charles C. Gilman is president, and that he, Charles Collins, is secretary of the said railroad company; that they signed the foreg'ing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company, for the uses and purposes therein mentioned.

2112 In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

(SEAL.) (Signed) E. W. EASTMAN,
Notary Public.

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That whereas the said Central Railroad Company of Iowa have a floating indebtedness of about one hundred and fifty thousand dollars
2114 ($150,000), and require a fund of about as much more as a contingent fund to provide for future interest on bonds as it may from time to time accrue;

And whereas for the successful and profitable operation of this road from the State line of Missouri to the State line of Minnesota, and now built and in operation from Albia, in Monroe County, to Mason City, in Cerro Gordo County, additional machine and repair shops are required, and the addition of locomotives and cars is deemed a necessity; and whereas for the purposes above named, and for other general and beneficial uses of the company, the directors of this company on the 15th day of March, 1871, duly adopted the foregoing resolutions to wit:

2115 Resolved, That the president and secretary of this company are

hereby fully authorized and empowered to execute in its behalf a second mortgage or deed of trust for the sum of not exceeding one million dollars of four thousand dollars per mile of road upon the Central Railroad of Iowa; and to prepare and issue, predicated upon said mortgage or deed of trust, bonds in sums of one thousand dollars each, as they may deem advisable, with interest coupons attached, payable half yearly on the 15th day of April and October in each year, at the rate of seven per cent. per annum; both principal and interest of said bonds to be payable in gold coin, in the city of New York, free from U. S. government tax. Said mortgage or deed of trust to be executed to
such trustee as the president and treasurer shall appoint and to
2116 embrace the company's railroad across the State of Iowa, subject to the first-mortgage bonds thereon, and all the locomotives, rolling-stock, and equipments of said railroad now owned or which may hereafter be acquired, together with all the net incomes of the company after providing therefrom for the interest on the first mortgage bonds; said mortgage or deed of trust and bonds to bear date April 15th, 1871, and become payable thirty years after date; the right to redeem said bonds at any time after ten years to be reserved by paying the principal and interest thereof due at the date of redemption.

And afterwards, on this the 15th day of April, 1871, the president and secretary, for the purposes above named, determined that all of said bonds be in the following, to wit:

2117 $1,000] *Second-mortgage bond.* [$1,000

No. .] State of Iowa, United States of America. [No.

CENTRAL RAILROAD OF IOWA.

For value received, the Central Railroad Company of Iowa promises to pay to the Farmers' Loan and Trust Company of New York, or bearer, one thousand dollars in United States gold coin at par, on the 15th day of April, nineteen hundred and one, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. government tax, on the fifteenth day of April & October, in each year, on presentation of the respective coupons hereto attached; both principal and interest being payable at the office or agency of said railroad in the city of New York.

This bond is one of a series of second mortgage bonds of one
2118 thousand dollars each to be issued at the rate of only four thousand dollars per mile of single railroad track, ironed and equipped for business by said railroad company.

The payment of the principal and interest on said bonds is secured by a deed of trust to the Farmers' Loan & Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including the road-bed, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and net incomes acquired and to be acquired by said company, and duly recorded in the several counties in the State of Iowa through which the line of said railroad extends.

This issue is subject to a prior lien of a first mortgage of sixteen thousand dollars to the mile. This bond shall not become obliga-
2119 tory until the certificate endorsed hereon, is signed by the authorized officer of said Farmers' Loan and Trust Company.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president and secretary, and countersigned by its treasurer, on this 15th day of April, A. D. 1871.

(Signed) C. C. GILMAN, *President.*
JOHN MILLER, JR., *Secretary.*

Countersigned:
[SEAL.] HORACE ABBOTT, *Treasurer.*

And whereas the consent of a majority of the holders of the capital stock now issued by said corporation has been duly had and obtained authorizing this mortgage deed of trust:

Now, therefore, the said Central Railroad Company of Iowa for and in consideration of the sum of one million dollars received to their
2120 full satisfaction of said Farmers' Loan and Trust Company of New York, and for the purpose and with the intent of securing all of said second-mortgage bonds above described, with the interest due and to grow due thereon, as a lien upon the entire franchises and property of the company, both real and personal, now owned or hereafter to be acquired by them, subject and secondary only to a prior mortgage of four million dollars, upon the entire line, the same to protect an issue of first-mortgage bonds under date of July 15th, A. D. 1869, the issue of which is restricted to sixteen thousand dollars par value upon each and every mile of single-track road, hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents do grant,
2121 bargain, sell, convey, assign, transfer, and confer to said Farmers' Loan and Trust Company of New York, as trustee and in trust, and to their successor or successors, the entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges constructed or to be constructed, now held and acquired, or to be hereafter constructed or acquired, extending from a point in Davis County at the intersection of said line by the North Missouri Railroad, thence northerly to the north line of the State of Iowa at some place hereafter to be determined; through the town of Albia, in Monroe County; Eddyville, in Wappelo County; Oskaloosa, in Mahaska County; Grinnell, in Poweshick County; Marshalltown, in Marshall County; Eldora, in Hardin County; Hampton, in Franklin County, and Mason City, in Cerro Gordo County, including also along the entire line all the right of way acquired by purchase or on condemnation, road-bed finished
2122 and in process of construction, with all material collected for construction or operative purposes, depot-grounds and gravel-pits, quarries and real estate, station-houses, water-tanks, repair and machine shops, turn-tables, coal houses and sheds, and all things of every name and nature belonging to said party of the first and pertaining to said railroad; also all machinery, locomotives, and rolling-stock, and all tools and supplies heretofore acquired or which may be hereafter acquired by said Central Railroad Company of Iowa; also the net income of the said party of the first part during the continuance of this trust, the whole of said property being free and clear from all encumberances, except the issue of four million dollars of first-mortgage bonds as before
2123 mentioned. To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said trustee and to their successor or successors and assigns in trust, and upon the trust, uses, and purposes hereafter expressed of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate who shall hereafter at any time become the purchasers or holders, owners or bearers of either or any of

said bonds, subject to the terms, provisions, or stipulations in said bonds
contained, and also subject to the possession and management of said
railroad and property, by said party of the first part and its successors
and assigns, so long as no default shall be made in the payment
2124 of either principal or interest of said bonds, or in any or either
of them, and so long as the said company shall well and truly
observe, keep, and perform all and singular the covenants, agreements,
and conditions, and stipulations in said bonds and in this indenture
contained and set forth, and which are to be observed, kept, and performed
by and on the part of said company, party of the first part; and
the said party of the first part doth hereby covenant, promise, and
agree for itself, its successors or assigns, to and with the said trustee,
their successor or successors, that the said company will well and truly
pay each and every of said bonds issued by them and secured by this
mortgage, together with the semi-annual interest to become due
2125 thereon at the rate of seven per cent. per annum, at the times, in
the manner, and at the places specified therein, in United States
gold coin; and that in case said company shall, for the space of six
months, make default in the payment of the said semi-annual interest,
to become due upon any, either, or the whole of said mortgage bonds,
then after the expiration of twelve months from the time it becomes due,
and without demand or notice, at the election or option of a majority of
holders of said bonds, the whole principal sum mentioned in each and
all of said mortgage bonds then outstanding shall forthwith become due
and payable, and the liens or incumberances hereby created for the security
and payment thereof may at once be enforced; and it is
2126 agreed in case of default of the payment of the semi-annual interest
as above provided, that said trustee or its successors is hereby
expressly authorized and empowered, upon the request in writing of a
majority of the owners or holders of said bonds, to enter into and upon
and to take actual possession of all the property, real and personal, and
rights, franchises, and privileges of the premises hereby conveyed, and
each and every part thereof, and by their agents or attorneys have,
hold, use, and enjoy the same, and from time to time make all repairs
and replacements, and all useful alterations, additions, and improvements
thereto as *as* fully as the parties of the first part might have done
before such entry, and to collect and receive all tolls, freights, incomes,
rents, issues, and profits of the same and of every part thereof; and the
said trustee or their successors shall, and may, and hereby is expressly
2127 authorized and empowered to sell at public auction to the
highest bidder the entire property, real and personal, rights,
franchises, and privileges herein conveyed; said sale shall be either in
the city of Marshalltown, Iowa, or in the city of New York. At least
three months' notice shall be given of the time and place and terms of
sale by advertising the same in one or more newspapers of large circulation
in each of the cities of Marshalltown or New York, and whereelse
required by law, and continuing said advertisement at least once a
week unti*ll* the time of sale; and the said trustee may from time to time
adjourn said sale at discretion, giving reasonable notice of the time and
place when it will take place; and as the attorney-in-fact of the said
party of the first part or their successors, shall have full power and
authority to make, execute, and deliver to the purchaser or
2128 purchasers thereof good, valid, and sufficient deed or deeds,
conveyance or conveyances, assignments or transfers in fee simple
or otherwise, of the entire property herein conveyed, and all the
rights, franchises, and privileges of the party of the first part or its

successors, which conveyance or conveyances, or transfer or deed shall vest in the purchaser or purchasers all the right, title, interest, and estate whatsoever reversionary or in possession, or which they may be entitled to receive, have, or hold of the said company, and said sale shall be a complete and perpetual bar or estopple, both in law or in equity, against said party of the first part, its successors or assigns, and all persons or parties claiming by, from, or under it or them in anywise or manner whatsoever.

The amount of the purchase-money on said sale may be paid and 2129 satisfied in whole or in part by the outstanding mortgage bonds, or any of them secured hereby, and said bonds shall be received in whole or in part payment and satisfaction by said trustee or its successor according to their value, to be ascertained and determined by the net amount arising from said sale; and out of the monies received from said tolls, freights, incomes, rents, profits, and earnings of said railroad and premises, or out of or from the proceeds of said sale, so to be made as aforesaid, after first deducting the expenses, disbursements, costs, charges, and council fees incurred in and about the conducting of said sale, or the working or operating said railroad, including the compensation and commission of said trustee in and about the 2130 execution of his trust, and all expenses of repairs, replacements, alterations, additions, and improvements, and all the payments for taxes, assessments, charges or liens on said premises, or any part thereof, the said trustee shall, if the amount secured be enough for that purpose, pay said mortgage bonds, or so many of them as shall then be outstanding and unpaid, together with all interest then due upon the same; and if the amount be insufficient, then to divide the same pro rata among the outstanding bonds, and the surplus of all such monies or proceeds of sale, if any there be, shall be paid to the said party of the first part, or its assigns or successors; and it is further covenanted and agreed by and between the parties thereto that in case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage under 2131 the decree of any court having jurisdiction thereof, based upon the foreclosure of this, and the holders of a majority of the then outstanding bonds secured by this mortgage shall in writing request the said trustee or their successor, they are authorized to purchase the said premises embraced herein for the use and benefit of the holders of the then outstanding bonds secured by this mortgage, and having so purchased said premises the right and title thereto shall vest in said trustee, and no bondholder shall have any claim to the premises or to the proceeds thereof, except for his pro rata share of the proceeds of said purchased premises as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby, and that said trustee may take such lawful measures as 2132 deemed for the interest of said bondholders to organize a new company or corporation, to be formed for benefit of the holders of the bonds secured by this mortgage.

Said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct, and said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ at the expense of said trust estate all such attorneys, counsellors, clerks, bookkeepers, engineers, or other agents as may be reasonably necessary

in the execution of any of the trusts herein or hereby declared, and
2133 shall not be answerable for the defaults or other misconduct or
neglect of such employees, unless chargeable with culpable negligence in the selections; and further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of his trust; and it is further mutually agreed by the parties hereto, that said trustee shall receive from said company for services in the acceptance of this trust, and the signing and delivery of these bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered; and it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds at any meeting called
for that purpose, and also that said trustee may resign this trust
2134 and be thereby discharged from further liabilities thereunder by
a notice of three months in writing to said company or its successors.

And the said company for themselves, their successors or assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances to the said trustee of the property herein described for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by the said party of the first part, subsequent to the date hereof; provided always, and this grant and conveyance is upon the express condition that upon the payment in full of said bonds, and the interest due thereon,
or on the conversion thereof into the stock in manner named in
2135 said bonds, or exhibiting said bonds cancelled to said trustee,
then the estate, title, and interest of the said trustee shall cease, determine, and become void, and upon request of the said party of the first part or their successors, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto attached.

(Signed) C. C. GILMAN, *President*,
J. MILLER, J'R,
Secretary Central Railroad Company of Iowa.

[U. S. I. R. st'p. C. C. G. Ap'l 15, '71.]

Interlineations made on 19 page, 14 line, after word "mortgage," of
15 words; also page 23, 11 line, after word trustee, 10 words;
2136 same done before signatures attached. The bonds issued under
this instrument will be legally stamped by the United States Government before they are offered for sale by our company.

(Signed) C. C. GILMAN,
P't C. R. R. of Iowa.

STATE OF IOWA,
Hardin County, ss:

Be it remembered that on the 15th day of April, 1871, before me, a notary public in and for said State and county, personally appeared C. C. Gilman and John Miller, j'r, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture, as respectively president and secretary, and acknowledged the same to be their voluntary act and deed of said Central Railroad successors, which conveyance or conveyances, or transfer or deed shall vest in the purchaser or purchasers all the right, title, interest, and estate whatsoever reversionary or in possession, or which they may be entitled to receive, have, or hold of the said company, and said sale shall be a complete and perpetual bar or estopple, both in law or in equity, against said party of the first part, its successors or assigns, and all persons or parties claiming by, from, or under it or them in anywise or manner whatsoever.

The amount of the purchase-money on said sale may be paid and
2129 satisfied in whole or in part by the outstanding mortgage bonds,
or any of them secured hereby, and said bonds shall be received
in whole or in part payment and satisfaction by said trustee or its successor
according to their value, to be ascertained and determined by
the net amount arising from said sale; and out of the monies received
from said tolls, freights, incomes, rents, profits, and earnings of said
railroad and premises, or out of or from the proceeds of said sale, so to
be made as aforesaid, after first deducting the expenses, disbursements,
costs, charges, and council-fees incurred in and about the conducting
of said sale, or the working or operating said railroad, including the
compensation and commission of said trustee in and about the
2130 execution of his trust, and all expenses of repairs, replacements,
alterations, additions, and improvements, and all the payments for
taxes, assessments, charges or liens on said premises, or any part thereof,
the said trustee shall, if the amount secured be enough for that purpose,
pay said mortgage bonds, or so many of them as shall then be outstanding
and unpaid, together with all interest then due upon the same;
and if the amount be insufficient, then to divide the same pro rata
among the outstanding bonds, and the surplus of all such monies or
proceeds of sale, if any there be, shall be paid to the said party of the first
part, or its assigns or successors; and it is further covenanted and agreed
by and between the parties thereto that in case of any judicial foreclosure
sale or other sale of the premises embraced in this mortgage under
2131 the decree of any court having jurisdiction thereof, based upon
the foreclosure of this, and the holders of a majority of the then
outstanding bonds secured by this mortgage shall in writing request
the said trustee or their successor, they are authorized to purchase the
said premises embraced herein for the use and benefit of the holders of
the then outstanding bonds secured by this mortgage, and having so
purchased said premises the right and title thereto shall vest in said
trustee, and no bondholder shall have any claim to the premises or to
the proceeds thereof, except for his pro rata share of the proceeds of said
purchased premises as represented in a new company or corporation to
be formed for the use and benefit of the holders of the bonds secured
hereby, and that said trustee may take such lawful measures as
2132 deemed for the interest of said bondholders to organize a new
company or corporation, to be formed for benefit of the holders of
the bonds secured by this mortgage.

Said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct, and said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ at the expense of said trust estate all such attorneys, counsellors, clerks, bookkeepers, engineers, or other agents as may be reasonably necessary

in the execution of any of the trusts herein or hereby declared, and
2133 shall not be answerable for the defaults or other misconduct or
neglect of such employees, unless chargeable with culpable negligence in the selections; and further, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of the duties of his trust; and it is further mutually agreed by the parties hereto, that said trustee shall receive from said company for services in the acceptance of this trust, and the signing and delivery of these bonds issued hereunder, the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered; and it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by the vote of a majority in interest of the holders of said bonds at any meeting called
for that purpose, and also that said trustee may resign this trust
2134 and be thereby discharged from further liabilities thereunder by
a notice of three months in writing to said company or its successors.

And the said company for themselves, their successors or assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed or deeds, conveyance or conveyances to the said trustee of the property herein described for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by the said party of the first part, subsequent to the date hereof; provided always, and this grant and conveyance is upon the express condition that upon the payment in full of said bonds, and the interest due thereon,
or on the conversion thereof into the stock in manner named in
2135 said bonds, or exhibiting said bonds cancelled to said trustee,
then the estate, title, and interest of the said trustee shall cease, determine, and become void, and upon request of the said party of the first part or their successors, the said trustee shall duly execute and deliver a proper release or satisfaction of this mortgage.

In witness whereof the Central Railroad of Iowa have caused this indenture to be subscribed in its corporate name by its president and secretary, and have caused its corporate seal to be hereto attached.

(Signed) C. C. GILMAN, *President*,
J. MILLER, J'R,
Secretary Central Railroad Company of Iowa.

[U. S. I. R. st'p. C. C. G. Ap'l 15, '71.]

Interlineations made on 19 page, 14 line, after word "mortgage," of
15 words; also page 23, 11 line, after word trustee, 10 words;
2136 same done before signatures attached. The bonds issued under
this instrument will be legally stamped by the United States Government before they are offered for sale by our company.

(Signed) C. C. GILMAN,
P't C. R. R. of Iowa.

STATE OF IOWA,
Hardin County, ss:

Be it remembered that on the 15th day of April, 1871, before me, a notary public in and for said State and county, personally appeared C. C. Gilman and John Miller, j'r, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture, as respectively president and secretary, and acknowledged the same to be their voluntary act and deed of said Central Railroad

2137 Company of Iowa, and they each being by me duly sworn, depose and say each for himself, that he, Charles C. Gilman, is president, and that he, John Miller, j'r, is secretary of said railroad company; that they signed the foregoing instrument as such president and secretary, and caused the corporate seal of said company to be affixed hereto, all as the act and deed of said company, by order and authority of said company for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above named.

[SEAL.] (S'g'd) E. W. EASTMAN,
Notary Public, Hardin County, Iowa.

2138 EXHIBIT C.

Mortgage or trust deed. Central Railroad of Iowa to Farmers' Loan & Trust Co. of N. Y.

Third-mortgage deed from the Central Railroad Company of Iowa to the Farmers' Loan and Trust Company of New York, trustee for the bondholders in trust, to secure the payment of fifteen hundred thousand dollars due May 15th, 1902.

This indenture, made at the city of Marshalltown, in the State of Iowa, on this 15th day of May, 1872, between the Central Railroad Company of Iowa, a corporation duly and legally incorporated, by and under the laws of the State of Iowa, party of the first part, and the Farmers' Loan & Trust Company of the city of New York, party of the second part, witnesseth:

2139 That whereas the Central Railroad Company of Iowa have a floating indebtedness of about three hundred thousand dollars, and require a fund of about one million dollars, for the more perfect development of the resources of their road, by extension of track, erection of machinery necessary for repairs, and for other general and beneficial use of the company; and whereas, for the purposes above named, the directors of the company have adopted, and the stockholders at their regular May meeting of the current year have duly ratified the following resulutions, to wit:

Resolved, That the capital stock of this company, now limited by the articles of incorporation to thirty thousand dollars per mile, be increased to forty thousand dollars per mile, and notice of this increase be duly given to the secretary of the State of Iowa, in the forms prescribed by law.

2140 Resolved, That for the purpose of perfecting our road and supplying additional rolling-stock and machinery, and to create a contingent fund which may be used hereafter or not, as the interests of the company may require, an issue of income-bonds may be made at the rate of six thousand dollars to the mile, the same being secured by a third mortgage upon the road, its franchise, equipments, and income, and the proper officers are hereby authorized and instructed to execute said mortgage, to issue bonds as above proposed, and to offer the same to the public at a price fixed by the directors.

And whereas, on the 15th day of May, 1872, the president and secretary of the company, under the authority and instructions thus granted and set forth, determined that all of said bonds be in the form following, viz:

2141 *Third-mortgage bond.*

$1,000.] State of Iowa, United States of America. [$1,000.

No. .] THE CENTRAL RAILROAD OF IOWA. [No. .

For value received, The Central Railroad Company of Iowa promise to pay to the Farmers' Loan and Trust Company of New York, or bearer, one thousand dollars in United States gold coin, at par, on the fifteenth day of May, in the year nineteen hundred and two, with interest in gold coin as aforesaid, at the rate of seven per cent. per annum, payable semi-annually, free from U. S. Government tax, on the fifteenth days of May and November in each year, on presentation of the respective coupons hereto attached. Both principal and interest being payable at the office or agency of said railroad in the city of New York.

This bond is one of a series of third-mortgage bonds, of one
2142 thousand dollars each, to be issued at the only six hundred dol-
lars per mile of single railroad track ironed and equipped for
business by said railroad company.

The payment of the principal and interest of said bonds is secured by a deed of trust to the Farmers' Loan and Trust Company, bearing even date herewith, conveying to the said trustee all the railroad of this company located in the State of Iowa, including road-beds, depot grounds, buildings, right of way, rolling stock, machinery, franchises, and net income acquired and to be acquired by said railroad company, and duly recorded in the several counties in the State of Iowa, through which the line of said railroad extends.

This issue is subject to prior liens, viz: a first mortgage of sixteen thousand dollars per mile and second mortgage of four thousand dollars per mile.

2143 This bond shall not become obligatory until the certificate
endorsed hereon is signed by the authorized officers of said Far-
mer's Loan and Trust Company, and shall be redeemable at the option
of the railroad company at any time after five years at par and accrued
interest.

In witness whereof the said railroad company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president and secretary and countersigned by its treasurer, on the fifteenth day of May, A. D. 1872.

[L. S.] , *President.*

, *Secretary.*

Countersigned.

, *Treasurer.*

Now, therefore, the said Central Railroad of Iowa, for and in consid-
eration of the sum of fifteen hundred thousand dollars received to their
full satisfaction of the said Farmers' Loan and Trust Company of
2144 New York, and for the purpose and with the intent of securing
the payment of the said third-mortgage deeds above described,
with the interest due and to become due thereon, as a lien upon the en-
entire franchises and property of the company, both real and personal,
now owned or hereafter to be acquired by them, subject and secondary
only to a prior mortgage of five million dollars upon their entire line,
the same to protect an issue of first-mortgage bonds under date of July
15, 1869, the issue of which is restricted to sixteen thousand dollars par
value upon each and every mile of single-track road, and an issue of

second-mortgage bonds, under date of April 15th, 1871, restricted in
like manner to four thousand dollars par value upon each mile of road,
hath granted, bargained, sold, conveyed, assigned, and transferred,
2145 and confirmed, and by these presents doth grant, bargain,
sell, convey, assign, transfer, and confirm, to said Farmers' Loan
and Trust Company of New York, as trustee, and in trust, and to their
successor or successors, the entire corporate property of the said Central
Railroad Company of Iowa, and all its franchises and privileges,
constructed, now held, or to be hereafter constructed or acquired, extending
from a point in Davis County, on the south line of the State of
Iowa, at the intersection of said line by the S't Louis, Kansas City and
Northern (formerly known as the North Missouri) Railroad; thence
northerly to the north line of the State of Iowa, in Worth County, or
at a point northwest of the town of Northwood, through the towns of
Albia, in Monroe County; Eddyville, in Wapello County; Oskaloosa,
2146 in Mahaskee County; Grinnell, in Poweshiek County;
Marshalltown, in Marshall County; Eldora, in Hardin County;
Hampton, in Franklin County; and Mason City, in Cerro Gordo County,
including also along the entire line all the right of way acquired by purchase
or condemnation, road-bed, and superstructure finished and in
process of construction, with all material collected for construction or
operation, depot-grounds, gravel pits, quarries, an' real estate of every
kind, station-houses, repair and machine shops, turn-tables, coal houses
and sheds, water tanks, and all thing' of every name and nature belonging
to said party of the first part and pertaining to said railroad;
also all machinery, locomotives, and rolling-stock, and all tools and supplies
heretofore acquired or which may hereafter be acquired by
2147 said Central Railroad Company of Iowa; also the net income of
the said party of the first part during the continuance of this
trust; the whole of said property being free and clear from all incumberances
except the issue of five millions of dollars of the first and second
mortgages deeds, as before mentioned:

To have and to hold the above granted and bargained premises, with
the appurtenances thereof, unto the said trustee, and to their successor
or successors and assigns, in trust, and upon the trust, uses, and purposes
hereinafter expressed of and concerning the same, for the use and
benefit for the person or persons, firm or firms, bodies corporate or public,
who shall hereafter at any time become the purchasers or holders,
owners or bearers, of any or either of said bonds, subject to the
terms, provisions, and stipulations in said bonds contained; also
2148 subject to the possession and management of said railroad and
property by said party of the first part, its successors and assigns,
so long as no default shall be made in the payment of either principal
or interest of said bonds, or of any or either of them, and so long as the
said company shall well and truly observe, keep, and perform all and
singular the covenants, agreements, conditions, and stipulations in said
bonds and in this indenture contained and set forth, and which are to
be observed, kept, and performed by and on the part of said company
party of the first part.

And the said party of the first part doth hereby covenant, promise,
and agree, for itself, its successor, or assigns, that the said company
will well and truly pay each and every of said bonds issued by
2149 them and secured by this mortgage, together with the semiannual
interest to become due thereon at the rate of seven per
cent. per annum, at the times and in the manner and at the place specified
therein, in United States gold coin, reserving however the right at

the expiration of five years from the date of this indenture, or at any time thereafter, on notice being duly given three months beforehand in newspapers of large circulation, published in the city of Marshalltown and New York, and also served personally upon the holders of coupons presented for payment, to redeem any and all of said bonds on payment of the principal and of the interest due at the date of redemption. And in case any or either of said bonds, after notice to the holders as above, be not presented in the company's office or agency in New York
2150 for payment and redemption, then upon such bonds so withheld interest shall therefrom cease and determine.

It is furthermore agreed that in case said company shall for a space of six months make default in the semi-annual interest to become due upon any, either, or the whole of said mortgage bonds prior to the final notice above mentioned and described, then after the expiration of twelve months from this time, when said interest became due, and without demand or notice, at the election or option of a majority of the holders of said bonds the whole principal sum mentioned in each and all of said mortgage bonds then outstanding shall forthwith become due and payable, and the lien and encumberance hereby created for the security and payment thereof may at once be enforced.

And it is agreed that in case of a default in payment of the semiannual interest as above provided, that said trustee or its
2151 successor is hereby expressly authorized and empowered, upon a request in writing of a majority of the holders or owners of said bonds, to enter into and upon and to take active possession of all the property, real and personal, and rights, franchises, and privileges, of the premises hereby conveyed, and each and every part thereof, and by their agents or attorneys have, hold, use, and enjoy the same, and from time to time make all the repairs and replacements, and all useful alterations, additions, and improvements thereto as freely as the parties of the first part might have done before such entry, and to collect *and* all tolls, freights, incomes, rents, issues, and profits of the same and of every part thereof.

And the said trustees and its successors shall and may, and is hereby expressly authorized and empowered to sell at public auction, to
2152 the highest bidder, the entire property, real and personal, rights and franchises, herein conveyed; said sale shall be in the *the* city of Marshalltown, Iowa, or in the city of New York. At least three months' notice shall be given of the time and place of said sale by advertising the same in one or more newspapers of large circulation in each of the cities of Marshalltown and New York, and wherever else required by law, continuing said advertisement at least once a week until the time of sale, and the said trustee may from time to time adjourn said sale at discretion, giving reasonable notice of the time and place where it will take place, and as the attorney in fact of the said party of the first part, or their successors, shall have full power and authority to make, execute, and deliver to the purchaser and pur-
2153 chasers thereof, good, valid, and sufficient deed or deeds, conveyance or conveyances, assignments or transfer, in fee-simple or otherwise, of the entire property herein conveyed, and all the rights, franchises, and privileges of the party of the first part or its successors, which conveyance, transfer, or deed shall vest in the purchaser or purchasers all the right, title, interest, or estate whatsoever, reversionary or in possession, or which they may be entitled to receive, have, or hold of the said company, and said sale shall be a complete and perpetual bar or estoppel both in law or equity against said party of the first part,

its successors or assigns, and all persons and parties claiming by, from, or under it or these in anywise or manner whatsoever. The amount of the purchase-money on said sale may be paid and satisfied in
2154 whole or in part by the outstanding mortgage-bonds or any of them secured hereby, and said bonds shall be secured in whole or in part payment and satisfaction by said trustee or its successor according to their value, to be ascertained and determined by the net amount arising from said sale; and out of monies received from said tolls, freights, incomes, rents, profits, and earnings of said railroad and premises, and out of or from all proceeds of said sale so to be made as aforesaid, after first deducting the expenses, disbursements, costs, charges, and counsel-fees incurred in and about the conducting of said sale or the working or operating said railroad, including the compensation and commission of said trustee in and about *in and about* the execution of this trust, and all expenses of repairs, replacements, alterations, and improvements, and all the payment of taxes, assignments, charges,
2155 or liens on said premises or any part thereof, the said trustee shall, if the amount secured be sufficient for that purpose, pay said mortgage bonds, or so much of them as shall then be outstanding and unpaid, together with the interest then due upon the same, and if the amount shall be insufficient, shall then divide the same pro rata among the outstanding bonds, and the surplus of all such monies or proceeds of sale, if any there be, shall be paid to the said party of the first part or its successor or assigns.

And it is further covenanted and agreed by and between the parties hereto, that in case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof based upon the foreclosure of this mortgage, if the holders of a majority of the then outstanding bonds secured
2156 by this mortgage shall request in writing the said trustee, or its successor, the said party of the second part is authorized to purchase the premises embraced herein for the benefit of the holders of the then outstanding bonds secured by this mortgage, and having so purchased said premises the right and title therein shall vest in said trustee, and no bondholder shall have any claim to the premises or to the proceeds thereof, except for his pro rata share of the proceeds of said purchase premises, as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby; and the said trustee may take such lawful measures as are deemed for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage, said new company or corporation to be organized
2157 upon such terms, conditions, and limitations and in such manner as the holders of the majority of said outstanding bonds secured by this mortgage shall in writing request or direct; and said trustee so purchasing shall thereupon reconvey the premises as purchased by them to said new company or corporation.

And it is further agreed that the said trustee may appoint and employ at the expense of the said trust estate all such attorneys, counsellors, clerks, bookkeepers, engineers, or other agent, as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the default or other misconduct or neglect of such employees, unless chargeable with culpable negligence in their selection; and futher, that said trustee shall not be answerable or responsible for anything short of gross negligence or wilful de-
2158 fault in the discharge of the duties of this trust.

And it is further mutually agreed by the parties hereto that said trustee shall receive from said company for services in the acceptance of this trust and the signing and delivery of the bonds issued hereunder the sum of one dollar for each sum of one thousand dollars of bonds thus signed and delivered.

And it is further mutually agreed that said trustee may be removed from the office of trustee hereunder by a vote of a majority in interest of the holders of said bonds at any meeting called for the purpose, and also that the said trustee may resign the trust and be thereby discharged from subsequent liabilities thereunder by a notice of three months, in writing, to said company or its successors.

And the said company, for themselves, their successors, and assigns
hereby covenant and agree, for the consideration aforesaid, to exe-
2159 cute and deliver any further reasonable and necessary deed or
deeds, conveyance or conveyances, to the said trustee of the property herein described for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by the said party of the first part subsequent to the date hereof. Provided always, and the conveyance and grant is upon the express condition, that upon the payment in full of said bonds and the interest due thereon, on exhibiting said bonds cancelled to said trustee, then the estate, title, and interest of the said trustee shall cease, determine, and become void, and upon request of the said party of the first part or their successors the said trustee shall execute and deliver a
proper release or satisfaction of this mortgage.

2160 In witness whereof the said Central Railroad Company of Iowa
has caused this indenture to be subscribed in its corporate name by its presi't & secretary, and has caused its corporate seal to be hereto affixed.

[SEAL.] (Signed) C. C. GILMAN, *Prest.*
L. G. BAILE,
Sec'y Central Railroad Co. of Iowa.

A $1.00 stamp has been placed on each $1,000 bond.

STATE OF IOWA,
Marshall County, *ss:*

Be it remembered that on the 11th day of June, 1872, before me, a notary public in and for said county and State, personally appeared C. C. Gilman and L. G. Bates, who are to me personally known to be the identical persons whose names are affixed to the foregoing indenture as respectively president and secretary, and acknowledged the same to be
their voluntary act and deed of said Central Railroad Com-
2161 pany of Iowa, and they each being by me duly sworn depose and
say, each for himself, that he, C. C. Gilman, is pres'd't, and that he, L. G. Ball, is sec'y of said railroad company; that they signed the foregoing instrument as pres't and secretary, and caused the corporate seal of said company to be affixed thereto, all as the act and deed of said company, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above mentioned.

[SEAL.] (S'g'd) E. E. BOARDMAN,
Notary Public.

2162, 2163 Grantors' names.	Grant'e's' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Central Railroad Co. of Iowa	Farmers' Loan & Trust Co	September 10, 1869	September 9, 1869	Trust deed	18	373	See record.
2. Central Railroad Co. of Iowa	Farmers' Loan & Trust Co	May 25, 1871	April 15, 1871	Mortgage	26	493	
3. Central Railroad Co. of Iowa	Farmers' Loan & Trust Co	June 14, 1872	June 11, 1872	3rd mortgage	30	305	

Grantees' names.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Farmers' Loan & Trust Co	Central Railroad Co. of Iowa	September 10, 1869	September 9, 1869	Trust deed	18	373	See record.
2. Farmers' Loan & Trust Co	Central R. R. Co. of Iowa	May 25, 1871	April 15, 1871	Mortgage	26	493	
3. Farmers' Loan & Trust Co	Central Railr' Co. of Iowa	June 14, 1872	June 21, 1872	3rd mortgage	30	305	

2164 STATE OF IOWA,
Hardin County:

I, Job Stout, recorder of the county aforesaid, hereby certify that the several instruments to which this certificate is appended, marked respectively A, B, and C, are true and correct copies of instruments, as the same appears of record upon the books and records of my office, the said instruments marked A being recorded in Book 18 at page 473 of mortgages. The said instrument marked B being recorded in Book 26 at page 493 of mortgages. And the instrument marked C being recorded at pages 305 in Book 30 of mortgages. And I further certify that the instrument hereto affixed marked with integers therein consecutively 1, 2, & 3 are correct copies of the index entries in relation to said mortgages *to said mortgages* or deeds of trust as the same remains of record in my office in index of mortgages under letters C & F.

2165 I further certify that the words "purchase money on said sales may be paid and satisfied in whole or in part by the outstanding 73 found in the 12, 13, 14, & 15 lines upon page 13 are not a part of said instrument, as shown in my office by the records thereof.

In testimony whereof I have hereunto subscribed my name officially at Eldora this 25th day of April, A. D. 1874.

(Signed) JOB STOUT,
Recorder of Hardin County, Iowa.

2166, 2167 Grantor's name:	Grantee's name.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Cent'l R. R. Co. of Iowa..........	Farmers' Loan & Trust Co	Sep. 6th, 1869..........	July 15, 1869	Trust deed	D....	505	
2. Cent'l R. R. Co. of Iowa..........	Farmers' Loan & Trust Co..........	June 6th, 1871	April 15, 1871..........	Deed of trust......	E....	582	

Grantee's name.	Grantor's name.	Date of filing.	Date of instrument.				
1. Farmers' Loan & Trust Co.......	Cent'l R. R. Co. of Iowa..........	Sept. 16th, 1869........	July 15th, 1869	Trust deed	D....	505	
2. Farmers' Loan & T. Co..........	Cent'l R. R. of Iowa..............	June 6th, 1871	April 15th, 1871.........	Deed of trust......	E....	582	

2168 STATE OF IOWA,
Wapello County, *ss:*

I, Wade Kirkpatrick, recorder of said county of Wapello, hereby certify that the two first instruments to which this certificate is appended, marked "Exhibit' A and B," are true and correct copies of instruments as the same appears of record upon the records of my office. The said instrument marked "Exhibit A" being recorded in book D, at page 505, of mortgag' record. The said instrument marked "Exhibit B" being recorded in book E, at page 582.

I further certify that the instruments hereto affixed marked with integers therein consecutively 1 & 2 are correct copies of the index entries in relation to said mortgages or deeds of trust as the same remain of record in my office in the index of mortgages number two, under the letters C & F.

2169 I further certify that the word "additions," on 11th page, 22d line, of Ex. A, and the word "secured," on 14th page, 10th line, of Ex. A, are not part of said instruments as shown by the records in my office.

I further that the instrument hereto attached, marked "Exhibit C," is not of record in my office as shown by the mortgage index.

In witness whereof I have hereunto signed name officially on this 27th day of April, 1874.

(Signed) WADE KIRKPATRICK,
Recorder of Wapello County, Iowa.

2170, 2171 Grantors' names.	Grantees' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
No. 1. Central Railroad of Iowa	Farmers' Loan & Trust Co.........	Sep. 18th, 1869	July 15th, 1869	Trust deed	15	82	
No. 2. Central Railroad of Iowa	Farmers' Loan & Trust Co., N. Y..	June 7th, 1871.........	April 15th, 1871	Mortgage	F	566 to 575	

Grantees' names.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
No. 1. Farmers' Loan & Trust Co.	Central Railroad of Io.............	Sept. 18, 1869.........	July 15th, 1869	Mortgage.........	15	82	
No. 2. Farmers' Loan & Trust Co., N. Y.	Central Railroad of Iowa	June 7, 1871.........	April 15th, 1871.........	Mortgage.........	F	566 to 575	

2172 STATE OF IOWA,
Appanoose County, ss:

I, J. B. Wright, recorder said county of Appanoose, hereby certify the two first instruments, to which this certificate is appended, marked Exhibit A & B, are true and correct copies of instruments as the same appears of record upon the records of my office. The said instrument, marked "Exhibit A," being recorded in book of deeds No. 15, page 82. The said instrument, marked "Exhibit B," being recorded in Book F, at page 566 of mortgage record.

I further certify that the instrument hereto affixed, marked with integers therein consecutively 1 & 2, are correct copies of the index entries in relation to said mortgages or deeds of trust as the same remain of record in my office in the index of mortgages number one under the letters C & F.

2173 I further certify that the words "interlineations made on 19th page of 14th line, after the word mortgage, of 15 words; also page 23d, 11th line, after word 'trustee,' 10 words; same done before signature attached." On 16th page, 8th, 9th, 10th, & 11th lines of Exhibit B are not a part of said instrument, as shown by the record in my office.

I further certify that the instrument hereto attached, marked "Exhibit C," is not of record in my office, as shown by the mortgage index.

In witness whereof I have hereunto signed my name officially on this 28th day of April, 1874.

(Signed) J. B. WRIGHT.
Recorder of Appanoose County, Iowa.

2174, 2175 Grantors' names.	Grantees' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	Sept. 20, 1869	July 15, 1869	Trust-deed	B	281, 2, 3, & 4	See record.
Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	June 7, 1871	April 15, 1871	Second mortgage deed of trust.	B	518 to 524	See record.
Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	June 18, 1872	May 15, 1872	Third mortgage	B	619 to 625 inc	See record.

Grantees' names.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
Farmers' Loan & Trust Co	Central R. R. of Iowa	Sept. 20, 1869	July 15, 1869	Trust-deed	B	281, 2, 3, & 4	See record for description.
Farmers' Loan & Trust Co	Central R. R. of Iowa	June 7, 1871	April 15, 1871	Second mortgage deed of trust.	B	518 to 524	See record.
Farmers' Loan & Trust Co	Central R. R. of Iowa	June 18, 1872	May 15, 1872	Third mortgage	B.	619 to 695 inc.	

2176 STATE OF IOWA,
Davis County, ss:

I, William Votaw, recorder of the county aforesaid, hereby certify that the several instruments to which this certificate is appended, marked, respectively, A, B, & C, are true and correct copies of instruments as the same appear of record upon the books & records of my office, the said instrument marked "A" being recorded in book B of mortgages, on pages 281 to 284, inclusive; the said instrument marked "B" being recorded in book B of mortgages, on pages 518 to 524, inclusive; and the said instrument marked "C" being recorded in book B of mortgages, on pages 619 to 625, inclusive. And I further certify that the instrument hereto affixed, marked with integers therein, consecutively, 1, 2, & 3, are correct copies of the index entries in relation to said
2177 mortgages or deeds of trust, as the same remain of record in my office, in index of mortgages, under letters C & F.

I further certify that the word "deeds," in 4th line of 5th page of Exhibit C, after the word mortgage, reads bonds on my record, and that the word "public," in line 12 of the 5th page of Exhibit C, reads politic on my records.

In witness whereof I have hereunto signed my name officially on this 28th day of April, 1874.

(S'g'd) WILLIAM VOTAW,
Recorder of Davis Co., Iowa.

REC. 175—49

2178, 2179 Grantor's names.	Grantees' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of land.
1. Central R. R. Co. of Iowa	The Farmers' Loan & Trust Co. of N. Y.	Sept. 16th, 1869, 10 a. m	Sept. 9, 1869	Trust deed	No. 3	217	See record.
2. Central R. R. Co. of Iowa	Farmers' Loan & Trust Co. of N. Y	May 27th, 1871, 12 m	April 15, 1871	2nd mortgage	No. 4	69	" "
3. Central R. R. Co. of Iowa	Farmers' Loan & Trust Co. of N. Y	June 19th, 1872, 4 p. m	June 11th, 1872	3rd "	" 4	416	" "

Grantees' name.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of land.
1. Farmers' Loan & Trust Co. of N. Y.	Central R. R. Co. of Iowa	Sept. 16th, 1869, 10 a. m	Sept. 9, 1869	Trust deed	No. 3	217	See record.
2. Farmers' Loan & Trust Co. of N. Y.	Central R. R. Co. of Iowa	May 27th, 1871, 12 m	April 15, 1871	2nd mortgage	No. 4	69	" "
3. Farmers' Loan & Trust Co. of N. Y.	Central R. R. Co. of Iowa	June 19th, 1872, 4 p. m	June 11, 1872	3rd "	" 4	416	" "

2180 STATE OF IOWA,
Mahaska County, *ss :*

I, W'm R. Cowan, recorder of the aforesaid county, do hereby certify that the several instruments to which this certificate is attached, named respectively A, B, & C, are true and complete copies of instruments as the same appears of record upon the books and records of my office; the said instrument being recorded in Book No. 3 of mortgages, page 217; the said instrument marked "B" being recorded in Book No. 4 of mortgages, page 69, and the said instrument marked "C" being recorded in Book No. 4, on page 416; and I further certify that the instrument hereto affixed, marked with intergers herein consecutively 1, 2 & 3, are correct copies of the index entries in relation to said mort- 2181 gages or deeds of trust as the same remain of record in my office in index of mortgages.

I further certify that the word "reserve" in the 20th line at page 14 of Exhibit B reads "receive" on my record, and that the work "income" on 4th line, page 4, Exhibit C, reads "increase" on my record, and that the word deed after the word "mortgage" on page 6, in line 4, Exhibit C, reads "bonds" on my record, and that the word "public" on 6th page, 12th line, Exhibit C, reads "politic" in my record, and that the word "therefrom" on page 7, line 21, of Exhibit C, reads thereupon on my record, and that on page 9, line 3 of Exhibit C, before the words said sale the words "and terms" are omitted, and that the word "secured" on page 10, in line 8 of Exhibit C, reads "received" on my record, and that the 3rd mortgage or trust-deed is acknowledged 2182 before "Claranc eBoardman," a notary public, as appears on my record.

In witness whereof, I have hereunto signed my name officially this 29th day of April, 1874.

(S'g'd) W. R. COWAN,
Recorder, Mahaska Co., Iowa.

2183, 2184 Grantors' names.	Grantees' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Descriptions of lands.
1 Central Railroad Co. of Iowa	Farmers' Loan & Trust Co. of N. York.	Sept. 17, 1869, 8 o'cl. a. m.	Jnuly 15, 1869..........	Trust deed	7	128	See record.
2 Central Railroad Co. of Iowa	Farmers' Loan & Trust Co. of N. York.	June 5, 1871, 4 o'clock p. m.	April 15, 1871..........	Trust deed	7	296	See record.
3 Central Railroad Co. of Iowa	Farmers' Loan & Trust Co. of N. York.	June 19th, 1872, 1 o'clock p. m.	May 15, 1872	Trust deed	7	387	See record.

Grantees' names.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1 Farmers' Loan & Trust Co. of New York.	Central Railroad Co. of Iowa	Sept. 17, 1869, at 8 o'cl. a. m.	July 15, 1869..........	Trust deed	7	128	See record.
2 Farmers' Loan & Trust Co. of New York.	Central Railroad Co. of Iowa	June 5, 1871, at 4 o'clock p. m.	April 15, 1871..........	Trust deed	7	296	See record.
3 Farmers' Loan & Trust Co. of New York.	Central Railroad Co. of Iowa	June 19, 1872, at 1 o'clock p. m.	May 15, 1872	Trust deed	7	387	See record.

2185 STATE OF IOWA,
Monroe County, *ss:*

I, Calvin Barnard, recorder of aforesaid county, do hereby certify that the several instruments to which this certificate is attached, named respectively Exhibits A, B, & C, are true and complete copies as the same appears of record upon the books and records of my office, except as hereafter noted, the said instrument marked "A" being recorded in book 7 of mortgages, page 128, the said instrument marked "B" being recorded in book 7 of mortgages, page 296, and the said instrument marked "C" being recorded in book 7 of mortgages, page 387.

And I further certify that the instrument hereto affixed marked with integers therein consecutively 1, 2, & 3, are correct copies of the 2186 endex entries in relation to said mortgages or deeds of trust as the same remain of record in my office in index of mortgages under letters C & F.

I further certify that in line 10, page 1 of Exhibit B, after the words "incorporated by," the word "deed" appears on my record; in 2d line of 7th page of Exhibit B the word "coal-houses" reads "out-houses" on my record, and in 20th line of 14th page of Exhibit B the word "reserv'" reads "receive" on my record.

I further certify that in the 4th line, 6th page of Exhibit C the word "deeds" after the word "mortgage" reads "bonds;" that in the 20th line, page 7 of Exhibit C, the word "therefrom" reads "thereon," in my book; that in the 31st line, page 8 of Exhibit C, after the word "franchises" the words "and privileges" appear on my book; that in the 3d line, 9th page Exhibit C, before the words "of said sale" the 2187 words "and terms" appear on my book; that in the 24th line, 9th page of Exhibit C, after the word "conveyance" the word "conveyances" appear in my book; that in 30th line; 9th page of Exhibit C the word "perpetual" reads "perfect" in my book; that in the 8th line, 10th page of Exhibit C the word "secured" reads "received" in my book; and that in the 13th line, 10th page of Exhibit C, before the word "tolls" the word "sale" appears in my book.

In witness whereof I have hereunto signed my name officially this 30th day of April, 1874.

(Signed) CALVIN BARNARD,
Recorder of Monroe County, Iowa,
By J. C. DOWNS, *Dep'ty.*

2188, 2189 Grantors' names.	Grantees' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	Sept. 17, 1869	July 15, 1869	Trust deed	H.	41 to 49 inc.	See record.
2. Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	June 3, 1871	April 15, 1871	Trust deed	K.	459	See record.
3. Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	June 20, 1872	May 15, 1872	Mortgage	L.	302	See record.

Grantees' names.	Grantors' names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Farmers' Loan & Trust Co	Central R. R. Co. of Iowa	Sept. 17, 1869	July 15, 1869	Trust deed	H	41 to 49 inc.	See record.
2. Farmers' Loan & Trust Co	Central R. R. Co. of Iowa	June 3, 1871	April 15, 1871	Trust deed	K	459	See record.
3. Farmers' Loan & Trust Co	Central R. R. Co. of Iowa	June 20, 1872	May 15, 1872	Mortgage	L	302	See record.

2190 STATE OF IOWA,
Poweshiek County, ss:

I, S. S. Snider, recorder of the aforesaid county, do hereby certify that the several instruments to which this certificate is attached, named respectively A, B, and C, are true and complete copiesof instruments as the same appear of record upon the books of records of my office. The said instrument marked Exhibit "A" being recorded in Book H of mortg's, pp. 41; the said instrument marked "B," being recorded in book K of mortg's, pp. 459, and the said instrument marked "Exhibit C," being recorded in book L of mortg's, pp. 302; and I further certify that the instruments hereto affixed, marked with integers therein conse'utively, 1, 2, & 3, are correct copies of the index entries in relation to said mortgages or deeds of trust as the same remain of record in my office
2191 index of mortgages.

I further certify that the word reserve in the 20th line at page 14 of Exhibit B, reads "receive" on my record, and that the word "deeds" in 4th line on 6th page of Exhibit C, reads "bonds"; and the word "for" in 11th line, 6 page, Exhibit C, reads of, and the word public in 12 line, 6 page, Exhibit C, reads "politic"; and the word "therefron" on 7th page, 21st line, Exhibit C, reads "thereupon"; and the word "final" on 7 page, 27th line, reads "first;" and on 8th page, 31st line, after "franchises," privileges occurs; and on 9th page, 3d line, Exhibit C, before the words of "said sale" "and premises" occurs; and on 12th page, 5th line, Exhibit C, "limitations" omitted on record; and on 14th page, 12 & 17th lines, Exhibit C, L. G. Bale rea's "S. G. Bale"; and signature to acknowledgement, reads "C. E. Boardmem" instead of "E. E. Boardman."

2192 In witness whereof, I have hereunto signed my name officially, the 1st day of May, A. D. 1874.

(Signed) S. S. SNIDER,
Recorder, Poweshiek County, State of Iowa.

2193, 2194 Grantors' names.	Grantee's names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1st. Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	April 3, 1874	July 15, 1869	Mortgage	69	331 to 338	See record.
2d Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	April 3, 1874	April 15, 1871	2d Mortgage	69	339 to 346	See record.
3d Central R. R. Co. of Iowa	Farmers' Loan & Trust Co	June 17, 1872	May 15, 1872	Deed of trust	62	146	Railroad & all its franchises. See record.

Grantees' names.	Grantor's names.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1st. Farmers' Loan & Trust Co., N. Y.	Central Railroad Co. of Iowa	April 3d, 1874	July 15, 1869	Mortgage	69	331 to 338	See record.
2. Farmers' Loan & Trust Co., N. Y.	Central Railroad Co. of Iowa	April 3d, 1874	April 15, 1871	Mortgage	69	339 to 346	See record.
3. Farmers' Loan & Trust Co., N. Y.	Central Railroad Co. of Iowa	June 17th, 1872	May 15, 1872	Deed of trust	62	146	Railroad & all its franchises. See record.

2195 STATE OF IOWA,
Jasper County, ss:

I, W'm H. Hough, recorder of the aforesaid county, do hereby certify that the several instruments to which this certificate is attached named respectively, A, B, & C, are true and complete copies of instruments as the same appear of record upon the books & records of my office; the said instrument marked "Exhibit A" being recorded in book 69 of mortgages, pages 331 to 338, the said instrument marked "Exhibit B" being recorded in book 69, pages 339 to 346, and the said instrument marked "Exhibit C" being recorded in book 62, of mortgages, page 146.

And I further certify that the instruments hereto affixed, marked with
integers therein consecutively 1, 2 & 3, are correct copies of the
2196 index entries in relation to said mortgages or deeds of trust as
the same remains of record in my office in index of mortgages.

I further certify that the word "on" after interest in the eleventh line
4th page of Exhibit B, reads "of" in my record; and that the word re-
serve, in the 20th line, 14th page of Exhibit B, reads "receive;" and
that the word "deeds," after the words "mortgage," in the 4th line of
the 6th page of Exhibit C, reads "bonds"; and that the word "for," after
"benefit," in the eleventh line on the 6th page of Exhibit C, reads "of";
and that the word "publice," in the 12th line of the 6th page of Exhibit
C, reads "politic"; and that the word "therefrom," in the 21st line of
the 7th page of Exhibit C, reads "thereupon;" and that the word "se-
cure," in the 24th line of page 8, of Exhibit C, reads "receive";
2197 and that in the 31st line, 8th page of Exhibit C, after the word
"franchises," the words "and privileges" appear on my record;
and that in the 3d line on the 9th page of Exhibit C, the words "and
terms" appear before the words "of said sale"; and that in the 24th
line, 9th page of Exhibit C, the words "or conveyances" appears after
the word "conveyance"; and that in the 8th line, 10th page, of Exhibit
C, the word "secured," reads "received" on my record; an' that in the
25th line, 10th page, after the word "alterations," the word "additions"
appears on my record; and that in the 18th line, 11th page, Exhibit C,
the word "purchase" reads "foreclose" on my record; and that in the
12th line, 14th page, of Exhibit C, the signature "L. G. Bale," reads
"S. G. Bale" on my record; and that in the 17th & 25th lines, 14th
page, of Exhibit C, the name "L. G. Bale" reads "S. G. Bale"; and
that signature to acknowledgement of Exhibit C, reads "C. E. Board-
man," instead of "E. E. Boardman," on my record.

2198 In witness whereof I have hereunto signed my name officially, the 1st day of May, A. D. 1874.

(S'g'd) W'M H. HOUGH,
Recorder of Jasper County, Iowa.

2199 *Lease.*

THE CENTRAL RAILROAD COMPANY OF IOWA,
Marshalltown, Iowa, October 15th, 1873.

This certifies that the Central Railroad Company of Iowa have hired of Horace Abbott, John S. Gilman, Thomas Kensett, and Isaac M. Cate, four locomotive engines, whereof two, 16 x 24 inch cylinders, and named Volunteer and Advance, were delivered June 7th, 1873; one 17 x 24 inch cylinder named Pickering was delivered September 30th, 1873; and one 17 x 24 inch cylinder named Russell was delivered October 15th, 1873, and acknowledged the receipt of the same in good order and condition and complete in every respect.

The railroad company agree to pau Messr's Abbott, Gilman, Kensett & Cate for the use of these engines monthly from the above respective dates of their delivery at the rate of twenty-eight hundred dollars per year for each engine so delivered and to keep each of them in good, 2200 order, repair, and condition. The said Abbott, Gilman, Kensett, & Cate may whenever they please terminate the lease of these engines and take possession of them, and for this purpose may by themselves or their agents enter into and upon the premises of the said railroad company and take and remove said locomotives, using all proper and convenient means therefor, including the use of the railroad itself. Whenever the lease is terminated the said Abbott, Gilman, Kensett, and Cate are entitled to have the said locomotives in perfect order and condition, and to receive rent as aforesaid up to the time when they retake them from said railroad company.

The Central Railroad Co. of Iowa.
(Signed) ISAAC M. CATE, *President.*
[L. S.] D. N. PICKERING, *Gen. Sup't.*
L. G. BALE, *Sect'y.*

2201 STATE OF IOWA,
Marshall County:

I, N. C. Messenger, recorder of the county of Marshall, do hereby certify that the above is a correct copy as the same appears of record upon the books and records of my office and recorded in book No. 58, at page 311, of the mortgage record.

Witness my hand this 27th day of April, A. D. 1874.
(Signed) N. C. MESSENGER,
Recorder.

(Endorsed:) Filed for record this 4th day of Dec., A. D. 1873, at 11 o'clock a. m., and recorded in book 58, page 311. N. C. Messenger, recorder, Marshall County.

2202 STATE OF IOWA,
Marshall County, ss:

I, N. C. Messenger, recorder of the county aforesaid, hereby certify that the several instruments to which this certificate is appended, marked respectively, "A, B, and C," are true and correct copies of instruments as the same appear of record upon the book and records of my office. The said instrument marked "A," being recorded at pages 169 to 177 inclusive, in book 35, of mortgages. The said instrument marked "B," being recorded on pages 57 to 65, inclusive, in book 43, of mortgages and the instrument marked "C," being recorded on pages 593 to 602, inclusive, in book 44, of mortgages; and I further certify that the instrument hereto affixed, marked "A, B, & C," with the items therein consecutively numbered 1, 2 & 3, are correct copies of the index entries in rela- 2203 tion to said mortgages or deeds of trust as the same remains of record in my office in index books Nos. 11 & 13 of real estate mortgages under letters C. & F.

Witness my hand this 27th day of April, A. D. 1874.
(Signed) N. C. MESSENGER,
Recorder.

2204, 2205 Grantors.	Grantees.	Date of filing.	Date of instrument.	Book.	Page.	Instrument.	Des'p. of property.
A.							
No. 1. Central Railroad of Iowa.....	Farmers' Loan & Trust Co.........	Sept. 14, '69, 1 p. m.....	July 15, 69....	35	169	Trust deed ..	Long dis'tt. (See record).
B.							
No. 2. Central Railway of Iowa	Farmers' Loan & Trust Co. of New York as trustee.................	May 26, '71, 4 p. m.....	April 15, 71....	43	57 to 65	Trust deed ..	Railroad line, &c. (See record).
C.							
No. 3. Central Railroad Co. of Iowa..	Farmers' Loan & Trust Company of New York	June 15, '72, 7 a. m.....	May 15, 72....	44	593	Trust deed ..	Road-bed-stock, &c. See record.

2206 STATE OF IOWA,
Cerro Gordo County:

I, Owen T. Dennison, recorder of the county aforesaid, hereby certify that the several instruments to which this certificate is appended and marked respectively "A, B, & C," are true and correct copies of instruments as the same appear of record in my office; the said instrument marked "A" being recorded at page 289 to 306 inclusive, in book C of mortgages.

The said instrument marked "B" being recorded on pages 304 to 314 inclusive in book E of mortgages. The said instrument marked "C" being recorded on pages 40 to 49 inclusive in book F of mortgages.

And I further certify that the instrument hereto attached marked "D," with the items therein consecutively numbered 1, 2, & 3, are cor-
2207 rect copies of *of* the index entries in relation to said mortgages or deeds of trust, as the same appear and remain of record in my office in index books A & B of real-estate mortgage, under letters C & F.

Witness my hand and seal this day of May, 1874.

(Signed) OWEN T. DENISON,
By JAMES RULE, *Clk.*

"D."

Grantors.	Grantees.	Date of Filing.	Date of Instrument.	Character of Inst.	Book.	Page.	Description of property.
1. Central R. R. Co. of Iowa	Farmers' Loan & Trust Company	Sept. 13, 1869	July 15, 1869	Trust deed	Vol.C, p. 289		Trust deed of R. R., &c.
2. Central R. R. Co. of Iowa	Farmers' Loan & Trust Company	May 31, 1871	April 15, 1871	Trust deed	E	304	All property of the company in the State of Iowa.
3. Central R. R. Co. of Iowa	Farmers' Loan & Trust Company, New York.	June 13, 1872, 8 a. m.	May 15, 1872	Mortgage	F	40	All real and personal estate of the company.

Grantees.	Grantors.	Date of Filing.	Date of Instrument.	Character of Inst.	Book.	Page.	Description of property.
1. Farmers' Loan & Trust Company.	Central R. R. of Iowa	Sept. 13, 1869, 8 a. m.	July 15, 1869	Trust deed	C	289	Trust deed of R. R., &c.
2. Farmers' Loan & Trust Company.	Central R. R. Co. of Iowa	May 31, 1871, 1½ p. m.	April 15, 1871	Trust deed	E	304	All property of the company in Iowa.
3. Farmers' Loan & Trust Company, New York	Central R. R. Co. of Iowa	June 13, 1872	May 15, 1872	Mortgage	F	40	All real & personal estate of the company.

2210 STATE OF IOWA,
Worth County:

I, S. O. Peterson, recorder of the county aforesaid, hereby certify that the several instruments to which this certificate is appended, marked respectively A, B, & C, are true and correct copies of instruments as the same *as* appears of record upon the books and records of my office. The said instrument marked "A" being recorded at pages 695 to 700 inclusive in book A of mortgages. The said instrument marked "B" being recorded on page 378 to 386 inclusive in book B of mortagages, and the said instrument marked "C" being recorded at pages 1 to 7 inclusive in book D of mortgages.

And I further certify that the instrument hereto affixed marked "D," with the items therein consecutively numbered 1, 2, & 3, are correct copies of the index entries in relation to said mortgages or deeds of trust as the same remains of record in my office in index book No. 1, of real estate mortgage, under letter C, F, and T.

2211 Witness my hand and seal this 2d day of May, 1874.

(Signed)

S. O. PETERSON,
Recorder of Worth County, Iowa.

2212, 2213

D.—IOWA CENTRAL.

Grantors.	Grantees.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of lands.
1. Central R. R. Co. of Iowa...	The Farmers' Loan & Trust Co.	Sept. 16, 1869	July 15, 1869	Mortgagee..............	Book A of mort..	695 to 700	R. R. bed & everything. (See record.)
2. Central R. R. Co. of Iowa...	The Farmers' Loan & Trust Co., N. Y., trustee for the bondholders in trust.	June 1st, 1871	April 15, 1871	2d-mort. deed of trust..	" B " " ..	378 " 386	Road bed & appurtenances, &c. (See record.)
3. Central R. R. of Iowa.......	Farmers' Loan & Trust Co ..	June 12, 1872	May 15, 1872	Mortgage..............	" D " " ..	1 " 7	All property; person. & real estate.

Grantees.	Grantors.	Date of filing.	Date of instrument.	Character of instrument.	Book.	Page.	Description of property.
1. The Farmers' Loan & Trust Co.	The Central R. R. Co. of Iowa	September 16, 1869	July 15, 1869	Mortgage..............	Book A of mort..	695 to 700	R. R., &c. (See record.)
2. The Farmers' Loan & Trust Co. of N. Y., trust. for the bondholders, in trust.	Central R. R. Co. of Iowa....	June 1st, 1871	April 15, 1871	2d-mort. deed of trust..	" B " " ..	378 " 386	Road bed of Central R. R. of Iowa from south line of State to n. line & appurtenances. (See record.)
3. Farmers' Loan & Trust Company.	Central R. R. of Iowa...	June 12, 1872	May 15, 1872	Mortgage..............	" D " " ..	1 " 7	All property; personal & real estate

2214 (Endorsed:) Mortgages No. 1, No. 2, No. 3. Filed Oct. 14, 1875. Geo. B. Corkhill, cl'k.

2215 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Asa L. Hatch, being duly sworn, deposes and says that he is acquainted with George B. Carhart, the petitioner above named, who is now absent in Europe, and has known him intimately for the past twenty years; that he knows the signature of the said George B. Carhart, and that the signature to the foregoing petition is the true signature of said George B. Carhart.

Deponent further says that, by letter from said petitioner to this deponent dated August 15, 1875, which is hereto annexed, marked "A, E. L. O. Uslam, Aug. 31st, 1875," he was requested to deposit with the Farmers' Loan & Trust Company of New York City the bonds mentioned in said petition, which he has done, and that, further, in and by said letter said George B. Carhart expresses a desire that the method described in said petition for the disposition of said property should be carried out, as by said letter will more fully appear.

2216 Deponent further says that he knows the statements contained in the foregoing petitions are true.

(S'g'd) A. L. HATCH.

Subscribed & sworn to before me this 31st day of August, 1875.

[SEAL.] EDWARD L. OWEN,
U. S. Commissioner for the Southern District of New York.

2217 *A, E. L. O. Uslam, Aug.* 3'st, 1875.

FROUSVILLE, *August* 15*th*, 1875.

MY DEAR SIR: I am just in receipt of your circular & various documents in reference to the affairs of the Central R. R. Co., Iowa, for all of which I am greatly obliged to you; have given them an attentive perusal, & at once hand you herewith a certificate & petition for Lewis M. Fisher, esq., which do me the favor to forward to him after you have inserted the numbers of the bonds. I presume this will answer the purpose. If it should not, I can, when next in Paris, have one signed by the U. S. counsel there. Here there is no one authorized to act in that capacity for the U. S., as I have men' in the margin of the infound certificate. I enclose you petition No. 4 I had previously sent you; and now allow me to ask you further to call upon my brothers for the bonds themselves, if necessary, which you can deposit with the trustee, whose receipt for the same please return to my brothers. Further, to
2218 place in my bro's lien of the bonds themselves. I shall write them this effect in a day or two. them this letter, if necessary, to act at once would, I presume, answer the purpose. I have, however, to write them as soon as the next mail from New York is at hand.

I believe I have now done all that seems to be *reason*ary in the premises for the purpose, so far as my interest extends, of falling fully into your plans, which to me look to be the very best that could be desired & carried out. I trust you are to be compensated by the bondholders for the valuable summary you are rendering, and with kind regards to M'r Hatch,

I remain, yours, very truly,

G. B. CARHART.

A. L. HATCH, Esq.,
52 *William Street, New York.*

A, E. L. O.—U. S. court, Aug. 31st, 1875.

I am much pleased to learn that N. S. Collins continues to improve, & sincerely trust the same may continue.

(S) G. B. C.

P. S.—There is no U. S. consul at this place or any other person to act for the U. S. as commissioner. I have therefore done the best in my power in the certificate asked for.

G. B. C.

2219 *Bondholders' petition No. 7.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustees,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER, *Master in Chancery, Davenport, Iowa :*

I, Thomas C. Gifford, am a resident of Cambridge, State of New York, and am the owner of one first, second, third, mortgage bonds of the Central R. R. of Iowa, denomination $500, and numbered 535, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I hereby notify you that I desire a "statutory foreclosure and sale" of the property above named, and that after deducting the necessary expenses of said suit and sale, that you shall remit to me, through the Farmers' Loan and Trust Co., the amount which may be due me by virtue of the ownership of the securities above named.

2220 Date' Cambridge, July 28, 1875.

(Signed) THO'S C. GIFFORD.

Before me, a justice of the peace in and for the State of New York, came Thomas C. Gifford, on this 28th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) JAMES L. ROBERTSON,
Justice of the Peace, Washington Co., N. Y.

(Endorsed :) $500 first. ₶ 535. T. C. Gifford, Cambridge, N. Y. Statutory. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2221 *Bondholders' petition No. 7.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

Master in Chancery, Davenport, Iowa :

I, John M. Parker, am a resident of Fitzwilliam, State of New Hampshire, and am the owner of one first, second, third mortgage bonds of the Central R. R. Co. of Iowa, denomination $1,000, and numbered 153, which

I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I hereby notify you that I desire a "statutory foreclosure and sale" of the property above named, and that after deducting the necessary expenses of said suit and sale, that you shall remit to me, through the Farmers' Loan and Trust Co., the amount which may be due me by virtue of the ownership of the securities above named.

2222 Date' Fitzwilliam, August 24, 1875.

(Signed) JOHN M. PARKER.

Before me, a notary public in and for the State of New Hampshire, came John M. Parker, on this twenty-fourth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) AMOS J. BLAKE,
Notary Public.

(Endorsed:) $1,000 1st mort. ℔ 153. Sale. J. M. Parker. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2223 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, George B. Carhart, am a resident of the city of Brooklyn, State of New York, and am the owner and holder of first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 317 to 326, both inclusive, denomination of $1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date' at Trousville, France, August 5, 1875.

(Signed) G. B. CARHART.

Before me, a , Brooklyn, New York, came George B. Carhart, on this fifteenth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. L. CARHART,
Of Brooklyn, New York:

(Endorsed:) $10,000 1st mort. G. B. Carhart. Strict. ℔ 317 to 326, inc. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2224 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW
York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Andrew J. Savage, am a resident of Chelsea, State of Mass., and am the owner and holder of 2 first, 1 second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 213, 1542, 2 #, 500; 1st, 734, 1,000, 2nd, denomination, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 28, 1875.
(Signed) ANDREW J. SAVAGE.

Before me, a justice of the peace in and for the State of Mass., came before me on this 28th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) CHARLIE A. JCNES,
Justice of the Peace for the County of Middlesex.

(Endorsed:) $1,000 1st, # 213, 1542, $1,000 2nd, # 734. A. J. Savage, Chelsea, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2225 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW
York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, W'm Savery, am a resident of St. Carver, State of Mass., and am the owner and holder of four first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 52, 500; in all two thousand, 437, 500; 541, 500; 435, 500; denomination 500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 31st, 1875.
(Signed) W'M SAVERY.

Before me, a notary public in and for the State of Massachusetts, came W'm Savery, on this thirty-first day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $2,000 1st, #52, 435, 437, 541, $500 ea. W'm Savery, St. Carver, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2226 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW
York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, A. H. Morse, am a resident of South Natick, State of Mass., and am the owner and holder of $4,500 first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 2529, 2549, 2550, 2551, 1,000's; 1487, 500's, denomination 1,000 & 500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 11, 1875.

(Signed) ALEXANDER H. MORSE.

Before me, a notary public in and for the State of Massachusetts, came A. H. Morse of South Natick, Mass., on this eleventh day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $4,500 1st mort. A. H. Morse. Strict. #2529, 2549, 2550, 2551, 1,000; 148, 500. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2227 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW
York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Milton Chaplin, am a resident of Fitz William, State of New Hampshire, and am the owner and holder of one first-mortgage bond of the Central R. R. Co. of Iowa, numbered six hundred and ninety (690), denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 24, 1875.

(Signed) MILTON CHAPLIN.

Before me, a notary public in and for the State of New Hampshire, came Milton Chaplin, on this twenty-fourth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) AMOS J. BLAKE,
Notary Public.

(Endorsed:) $1,000 1st mort. Milton Chaplin, #690. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2228 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, A. J. Nycum, am a resident of Everett, State of Penn., and am the owner and holder of second bonds of the Central R. R. Co. of Iowa, numbered 253 and 313, denomination 1,000$, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co., in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 2nd, 1875.

(Signed) A. J. NYCUM.

Before me, a notary public in and for the State of Pennsylvania, came A. J. Nycum, on this second day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) JA'S C. LONG,
Notary Public.

(Endorsed:) $2,000. 2 2, $1,000; # 253, 313, second. A. J. Nycum, Everett, Penn. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2229 *Bondholders' petition No.* 6.

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, William J. Potter, am a resident of New Bedford, State of Mass., and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 279 & 280, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. I some time ago signed & forwarded a petition for a strict foreclosure & that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875. But supposing that plan abandoned, I have since signed an assent to another plan of settlement signed by what is known as the "Boston & New York committees," acting together. I have little preference for one plan over the other, & my interest is so small that it can have little weight in the decision.

[SEAL.] (Signed) W'M J. POTTER.

(Endorsed:) $1,000, 1st mort. # 279, 280. William J. Potter. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2230 *Bondholders' petition No.* 6.

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Willard A. Wight, am a resident of Natick, State of Mass., and am the owner and holder of one first-mortgage bond of the Central R. R. Co. of Iowa, numbered sixty-eight, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 4th, 1875.

(Signed) WILLARD A. WIGHT.

(Endorsed:) 500, 1st mort. W. A. Wight. Strict. # 68. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2231 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, Lory Odell, am a resident of Portsmouth, State of New Hampshire, and am the owner and holder of four first and two second mortgage bonds of the Central R. R. Co. of Iowa, numbered 949 & 2380, 1st mortgage, $1,000 each ; and 488, 1529, 1st mortgage, $500 each ; and Nos. 211, 212, 2nd mortgage bonds, for $1,000 each, denomination , which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 30th, 1875.

(Signed) LORY ODELL.

Before me, a notary public in and for the State of New Hampshire, came Lory Odell, above said, on this thirtieth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. F. HOWARD,
Notary Public.

(Endorsed :) $5,000. ## 949, 2380, $1,000 ; 488, 1529, $500, 1st mort. ; 211, 211, $1,000, 2 mort. ; 1,000, 2nd. Lory Odell, Portsmouth, N. H. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2232 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, William R. Ham, am a resident of Red Hook, State of New York, and am the owner and holder of three (3) first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 2060, 2061, 734, denomination $1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 25, 1875.

(Signed) **WILLIAM R. HAM.**

Before me, a notary public in and for the State of New York, came W'm R. Ham, on this 27 day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **J. S. CROUSE,**
Notary Public.

(Endorsed:) $2,000, 1st mort. W. R. Ham. Strict. # 2061, 734. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2233 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, A. L. Hatch, am a resident of Astoria, State of New York, and am the owner and holder of nineteen (19) first, fifty-eight second, seventy-seven (77) third mortgage bonds of the Central R. R. Co. of Iowa, numbered, 1st, 73 to 80, 96, 99, 1716 to 1721, 2190 to 3192; 2nd, 345 to 350, 411 to 420, 546 to 550, 659 to 667, 708 to 715, 843 to 851, 886 to 896; 3d, 107 to 112, 339 to 384, 276 to 300, all inclusive, denomination , which I have caused requested to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 27, 1875.

(Signed) **A. L. HATCH.**

SOUTHERN DISTRICT OF NEW YORK:

Before me, a United States commissioner in and for the southern district of New York, came Asa L. Hatch, on this 30th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **EDWARD L. OWEN,**
U. S. Commissioner for the Southern Dist. of New York.

(Endorsed:) $134,000. 1st, # 73 to 80, 96, 99, 1716 to 1721, 2190 to 2192; 2nd, 345 to 350, 546 to 550, 411 to 420, 659 to 667, 708 to 715, 843 to 851, 886 to 896; 3d, 107 to 112, 276 to 300, 339 to 384. A. L. Hatch, Astoria, N. Y. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2234 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Davis Bills, am a resident of Mendon, State of Massachusetts, and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 562 and 563, denomination $1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 9th, 1875.

(Signed) DAVIS BILLS.

Before me, a notary public in and for the State of Massachusetts, came Davis Bills, of Mendon, Mass., on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) N. B. JOHNSON,
Notary Public.

(Endorsed:) $2,000 1st mort. # 562, 563. Davis Bills. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2235 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Lucius Faxon, am a resident of Abington, State of Mass., and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1105, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 13th, 1875.

(Signed) LUCIUS FAXON.

Before me, a justice of the peace in and for the State of Massachusetts, came Lucius Faxon, of Abington, on this thirteenth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) FREEMAN P. HOWLAND,
Justice of the Peace.

(Endorsed:) $500.00 1st mort. #1,105. Lucius Faxon. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2236 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Anna R. Case, am a resident of Newport, State of Rhode Island, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 264, convertible after five years, dated July 15, 1869, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 9th, 1875.

(Signed) ANNA R. CASE.

STATE OF RHODE ISLAND,
& City & County of Newport:

Before me, a notary public in and for the State of Rhode Island, came Anna R. Case, on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) BENJAMIN MARSH, 2D,
Notary Public.

(Endorsed:) $1,000. #264. Anna R. Case. 1st mort. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2237 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, S. T. C. King, am a resident of Peabody, State of Mass., and am the owner and holder of three first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 604, 1131, & 1604, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 14th, 1875.

(Signed) S. T. C. KING.

Before me, a justice of the peace in and for the State of Mass., came S. T. C. King, on this 14th day of Aug., 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) JAMES P. KING,
Justice of the Peace.

(Endorsed:) $3,000 1st mort. 604, 1131, 1604. S. T. C. King. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2238 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Benjamin H. Silsbee, trustee, am a resident of Salem, State of Massachusetts, and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1608, 2323, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 29th, 1875.

(Signed) B. H. SILSBEE.

Before me, a notary public in and for the State of Massachusetts, came B. H. Silsbee, on this twenty-ninth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) HENRY M. MEEK,
Notary Public, Salem, Mass.

(Endorsed:) $2,000 first. # 1,608, 2323. H. B. Silsbee, Salem, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2239 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Joseph H. Webb, agent, am a resident of Salem, State of Massachusetts, and am the owner and holder of first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 2316, denomination 1 bond $1,000, and four bonds numbered 1178, 1739, 1068, 1067, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 30, 1875.

(Signed) J. H. WEBB, *Agent.*

Before me, a notary public in and for the State of Massachusetts, came Joseph H. Webb, agent, on this thirtieth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) HENRY M. MEEK,
Notary Public.

(Endorsed:) $3,000. 1 $1,000, #2316; 4 $500, #1178, 1068, 1739, 1067. Jos. H. Webb, Salem, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2240 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Daniel T. Rogers, am a resident of Newburgh, State of New York, and am the owner and holder of one first 7 % mortgage bonds of the Central R. R. Co. of Iowa, numbered two hundred sixty-two (262), denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 28th, 1875.

(Signed) D. T. ROGERS.

Before me, a notary public in and for the county of Orange and State of New York, came Daniel T. Rogers, on this twenty-eighth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) HOWARD THORNTON,
Notary Public, Orange Co.

(Endorsed:) D. T. Rogers. $1,000, 1st mort. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2241 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Rev. Silas McKeen, am a resident of Bradford, State of Vermont, and am the holder in trust of three first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1265, 1338, & 1511, denomination of $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 16th, 1875.

(Signed) REV. SILAS MCKEEN.

Before me, a notary public in and for the State of Vermont, came Rev. Silas McKeen, on this 16th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) H. C. MCDUFFEE,
Notary Public.

(Endorsed:) 1,500, 1st-mort. #1265, 1338. S. McKeen. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2242 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Nathan Keith, am a resident of Campello, State of Mass., and am the owner and holder of $2,000 first-mortgage bonds of the Central R.

R. Co. of Iowa, numbered 1000, No. 2736, two of 500 each, No'. 1849, 1850, denomination , which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 13th, 1875.

(Signed) NATHAN KEITH.

Before me, a notary public in and for *the* Plymouth County, State of Mass., came Nathan Keith, of Brockton, on this thirteenth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

Witness my hand and seal official.

[SEAL.] (Signed) J. R. PERKINS,
Notary Public.

(Endorsed:) $2,000, 1st-mort., ## 2776, 1849, 1850. Nathan Keith. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2243 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Jonas Williams, am a resident of Newburgh, State of New York, and am the owner and holder of one first, *second*, *third*, mortgage bonds of the Central R. R. Co. of Iowa, numbered 260, with scrip for coupons surrendered, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire a "strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 30th, 1875.

(Signed) JONAS WILLIAMS.

Before me, a notary public in and for the State of New York, came Jonas Williams, on this 31st day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) DARWIN W. ESMOND,
Notary Public in & for Orange County.

(Endorsed:) $1,000, 1st-mort., ## 960. J. William'. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2244 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, William Ames, am a resident of Deham, State of Mass., and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 2753, 1,000; 2756, 1,000, denomination 1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 4, 1875.

(Signed) W'M AMES.

Before me, a notary public in and for the State of Massachusetts, came William Ames, on this fourth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. D. COOPER,
Notary Public.

(Endorsed:) 2,000, 1st mort., #2753, 2756. W'm Ames. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2245 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Minna Genth, am a resident of Philadelphia, State of Pennsylvania, and am the owner and holder of one first, one second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered (1st mortgage of $500) No. 1278, and (2nd mortgage of $1,000) No. 645, denomination, in all $1,500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Mauch Chunk, August 4, 1875.

(Signed) MINNA GENTH.

Before me, an associate judge in and for the State of Penn., came Minna Genth, on this fourth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) JAMES HOUSTAN,
Associate Judge.

(Endorsed:) $1,500.00; one 1st. $500, # 1278; one 2nd, 1,000, # 645. Minna Genth, Phil., P'a. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2246 STATE OF PENNSYLVANIA,
Carbon County, ss:

I, Tho's Kemerer, prothonotary of the court of common pleas in and for the said county, do certify that James Houston, before whom the within or foregoing affidavit was taken, is now, and was at the time, a' associate judge in and for said county, duly commissioned as such by the governor of the commonwealth, and by virtue thereof is duly authorized to take acknowledgment of deeds, &c., and to administer oaths, and that his signature thereto attached is genuine. Commission dated to day of , A. D. 187 , and expires the day of , A. D. 187 .

Witness my hand and the seal of said court, at the borough of Mauch Chunk, the fourth day of August, A. D. 1875.

[SEAL.] THO'S KEMERER,
Prothonotary.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2247 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Reuben Rice, am a resident of Concord, State of Mass., and am the owner and holder of 3 first, 1 second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 663, 1629, 172, 1st m't'g; 563, 2nd m't'g, denomination, 500 1st, 1000 2nd, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 11, 1875.

(Signed) REUBEN RICE.

Before me, a notary public in and for the State of Massachusetts, came Reuben Rice, of Concord, on this eleventh day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $1,500, 1st mort.; $1,000, 2nd mort.; 1629, 663, 1721; 569, 2nd m't'g. Reuben Rice. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2248 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Daniel Evans, am a resident of Attlesborrough, State of Massachusetts, and am the owner and holder of two first and one second mortgage bonds of the Central R. R. Co. of Iowa, numbered 2232, 2233, first mortgage, and No. 528, second mortgage, all of the denomination of one thousand dollars each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 6th, 1875.

(Signed) DANIEL EVANS.

Before me, a notary public in and for the State of Massachusetts, came Daniel Evans, of Attlesborrough, Mass., on this sixth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) 2,000, 1st mort.; 1,000, 2nd mort.; # 2232, 2233, 1st mort.; # 528, 2 mort. Daniel Evans. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2249 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Salmon Whitney, am a resident of Boston, State of Massachusetts, and am the owner and holder of one first two second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 1625, 1st m't'ge, & 247 & 248, 2nd m't'ge, denomination $500 & $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date August 20, 1875.

(Signed) SALMON WHITNEY.

Before me, a notary public in and for the State of Massachusetts, came Salmon Whitney, of Boston, on this twentieth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) 1625, $500, 1st mort., 247, 248, 1,000, 2nd mort. Salmon Whitney. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2250 *Bondholders' Petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Direxa C. Southwick, am a resident of Boston, State of Mass., and am the owner and holder of first (4) four; second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 725, 727, 728 & 729, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 4, 1875.

(Signed) DIREXA C. SOUTHWICK.

Before me, a notary public, in and for the State of Massachusetts, came Direxa C. Southwick, on this fourth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $4,000, 2nd mort., 725, 727, 728, 729. D. C. Southwick. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2251 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA:

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Geo. L. Wilmarth, am a resident of Taunton, State of Mass., and am the owner and holder of 1,000 2nd, second third mortgage bonds of the Central R. R. Co. of Iowa, numbered 207, denomination 1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 27, 1875.
(Signed) GEORGE L. WILMARTH.

Before me, a notary public in and for the State of Boston, came Geo. L. Wilmarth, of Taunton, Mass., on this 27th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) J. E. M. GILLEY,
Notary Public.

(Endorsed:) $1,000; #207, 2 mort. Geo. L. Willmarth, Taunton, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2252 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN & TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Daniel D. Perkins, am a resident of New Market, State of N. H., and am the owner and holder of first, 1,000; second, , third mortgage bonds of the Central R. R. Co. of Iowa, numbered 476, denomination which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 12, 1875.
(Signed) DANIEL D. PERKINS.

Before me, a notary public in and for the State of Massachusetts, came Daniel D. Perkins, of New Market, N. H., on this twelfth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $1,000, 2nd mort.; 474. D. D. Perkins. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2253 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Reuben Burnham, am a resident of Boston, State of Mass., and am the owner and holder of 500 first, 1,000 second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 1767 for 500, 530, 1,000 denomination, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, , 18 .
(Signed) REUBEN BURNHAM.

Before me, a notary public in and for the State of Massachusetts, came Reuben Burnham, on this fifth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $500, 1st mort.; $1,000, 2 mort.; # 1767, 1st; 5302, 2nd. Reuben Burnham. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2254 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Ludwig Flentje, M. D., am a resident of Mauch Chunk, State of

Pennsylvania, and am the owner and holder of three first, one second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered (1st mortgage), at $500, 128, 1750, and 1110, and (2nd mortgage) at $1,000, 530 denomination; total, $2,500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Philadelphia, Aug. 3, 1875.

(Signed) LUDWIG FLENTJE,
P'r T. A. GENTH, *Att'y.*

Before me, a magistrate of court No. 13 in and for the city of Philadelphia, came the above-named F. A. Genth, on this third day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) CHA'S E. PANCOAST,
Magistrate.

(Endorsed:) $2,500. 1st, 1,500; # 128, 1750, 1110; 2d, 1,000; # 536. Ludwig Flenje, M. D., Mauch Chunk, Penn. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2255 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Fredrick H. Wolcott, am a resident of Astoria, L. I., State of New York, and am the owner and holder of ten first mortgage bonds of the Central R. R. Co. of Iowa, numbered 155 to 164 inclusive, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, New York, August 18 .

(Signed) FREDRICK H. WOLCOTT,
Trustee.

Before me, a United States commissioner in and for the southern district of New York, came Fredrick H. Walcott, trustee, on this eleventh day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) JOSEPH GUTMAN, J'R,
United States Commissioner, S. D'st.

(Endorsed:) $10,000. # 155 to 164 in 1st m't. Fred. H. Walcott. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2256 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, James Peatfield, am a resident of Ipswich, State of Massachusetts, and am the owner and holder of two first mortgage bonds of the Central R. R. Co. of Iowa, numbered 289 and 453, denomination 500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the Central Iowa Railway Company *Co.* in the priority I occupied in the old company, as explained by committee of said company in circular issued by them in June, 1875.

Date, August 21st, 1875.

(Signed) JAMES PEATFIELD.

Before me, a notary public in and for the county of Essex and State of Massachusetts, came James Peatfield, on this twenty-third day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) CHARLES A. SAYWARD,
Notary Public.

(Endorsed:) $1,000. 1st mort. # 289, 453. James Pentfield. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2257 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, George F. Bowen, am a resident of Springfield, State of Mass., and am the owner and holder of the first mortgage bonds of the Central R. R. Co. of Iowa, numbered 248, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Springfield, Aug. 9, 1875.

(Signed) GEO. F. BOWEN.

Before me, a notary public in and for the State of Massachusetts, came George F. Bowen, on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) JAMES E. McINTIRE,
Notary Public.

(Endorsed:) $500. 1st mort. # 268. George F. Bowen. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2258 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Mary A. Black, am a resident of Haddonfield, State of New Jersey, and am the owner and holder of one first mortgage bond of the Central R. R. Co. of Iowa, numbered unknown, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Philadelphia, Pa., A. 12, 1875.
(Signed) MARY A. BLACK.

Before me, a notary public in and for the State of Pennsylvania, came the above-named Mary A. Black, on this twelfth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

Witness my hand & official seal.

[SEAL.] (Signed) E. CARPENTER,
Notary Public.

(Endorsed:) $1,000. 1st mort. M. A. Black. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2259 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, John Spaulding, am a resident of New York City, State of New York, and am the owner and holder of one first-mortgage bonds of the

Central R. R. Co. of Iowa, numbered 805, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, New York, July 30, 1875.

(Signed) JOHN SPAULDING.

In presence of—
DAVID MCADAMS &
MICHAEL JACOBS.

Before me, a commissioner for Iowa, in and for the State of New York, came John Spaulding, on this 30th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) DAVID MCADAMS,
Commissioner for Iowa, Resident in New York.

(Endorsed:) $500 1st. # 805. John Spaulding, N. Y. City, N. Y. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2260 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW York, trustees,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, John Rigney, am a resident of Wilmington, State of Delaware, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered four hundred and ninety-five (495), denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 14, 1875.

(Signed) JOHN RIGNEY.

Before me, a U. S. commissioner in and for the district of Delaware, came John Rigney, on this fourteenth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) H. HARMAN,
U. S. Commissioner for Delaware District.

(Endorsed:) $500 1st mort., # 495. John Rigney. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2261 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW
York, trustees,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, A. M. Greenwood, am a resident of Gardner, State of Mass., and am the owner and holder of 2,000 first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 657, 1,000 bond, 1811 and 1675, of 500 each, denomination , which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 12, 1875.

(Signed) A. M. GREENWOOD.

Before me, a notary public in and for the State of Massachusetts, came A. M. Greenwood, of Gardner, Mass., on this twelfth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $2,000 1st mort., #657, 1811, 1695. A. M. Greenwood. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2262 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW
York, trustees,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Simon Cohen, am a resident of Boston, State of Massachusetts, and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1528, &1529, denomination one thousand, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Boston, August 9, 1875.

(Signed) SIMON COHEN.

Before me, a United States commissioner of the U. S. circuit court in and for the State of Massachusetts, came Simon Cohen, on this twelfth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) HENRY L. HALLETT,
U. S. Commissioner for the District of Mass.

(Endorsed:) $2,000 1st mort., 1528, 1529. Simon Cohen. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2263 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Marshall E. Thompson, am a resident of Lowell, State of Mass., and am the owner and holder of 8 first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 24, 103, 1095, 1096, 751, 677, 678, 679, denomination $500 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Lowell, Aug. 18, 1875.

(Signed) MARSHALL E. THOMPSON.

Before me, a notary public in and for the county of Middlesy, in th' State of Massachusetts, came Marshall E. Thompson, on this eighteenth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) CHARLES H. CONANT,
Notary Public.

(Endorsed:) $6,000, 1st mort. Marshall E. Thompson. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2264 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Margaret Smith, am a resident of Charlestown, State of Mass., and am the owner and holder of one first-mortgage bond of the Central R. R. Co. of Iowa, numbered 83, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 28th, A. D. 1873.

(Signed) MARGARET SMITH.

Before me, a notary public in and for the State of Massachusetts, came Margaret Smith, on this twenty-eighth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. W. ADAMS,
Notary Public.

(Endorsed:) $1,000 1st; # 83. Margaret Smith, Charleston, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2265 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, W. H. Knight, am a resident of Boston, State of Mass., and am the owner and holder of $2,000 first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 198, 655, 701, & 1823, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Boston, Aug. 12, 1875.

(Signed) W. H. KNIGHT.

Before me, a justice of the peace in and for the State of Massachusetts, came W. H. Knight, on this twelfth day of August, 1875, who to me is known as the person who signed the foregoing statement and personally made oath that the same is true.

(Signed) H. F. McKEEVER,
Justice of the Peace.

(Endorsed:) $2,000, 1st mort.; #198, 701, 655, 1823. W. H. Knight. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2266 *Bondholders' petition No. 6.*

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, A. E. Bacon, am a resident of Brooklyn, State of New York, and am the owner and holder of one first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 134, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 13, 1875.

(Signed) A. E. BACON.

Before me, a notary public in and for the city of New York, came A. E. Bacon, on this 13th day of August, 1875, who to me is known as the person who signed the foregoing statement and personally made oath that the same is true.

[SEAL.] (Signed) JOHN V. LUFF, No. 175.,
Notary Public N. Y. Co.

(Endorsed:) $500., 1st mort.; # 134. A. E. Bacon. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2267 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Daniel Jackson, am a resident of Morrisanier, New York City, State of New York, and am the owner and holder of one *bond* first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1251, denomination 1,000$, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 4th, 1875.

(Signed) DANIEL JACKSON.

Witness:
RICHARD H. FELLER.

Before me, a notary public in and for the State of New York, came Daniel Jackson on this fourth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) EUGENE RING,
Notary Public.

(Endorsed:) $1,000; 1st mort.; #, 1251. Daniel Jackson. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2268 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO OF IOWA,

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Adeline J. Spaulding, am a resident of New York City, State of New York, and am the owner and holder of three first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 446, 1319, & 1800, denomination $500 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, New York, July 30, 1875.

(Signed) ADELINE SPAULDING.

In presence of—
DAVID MCADAMS &
MICHAEL JACOBS.

Before me, a commissioner for Iowa, in and for the State of New York, came Adeline J. Spaulding on this 30th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) DAVID MCADAMS,
Commissioner for Iowa, Resident in New York.

(Endorsed:) $1,500; 1st; #, 446, 1319, 1800. Adeline J. Spaulding, N. Y. City, N. Y. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2269 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, James N. Beck, executor, am a resident of Philadelphia, State of

Pennsylvania, and am the owner and holder of 3 first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 542, 543, 544, denomination $1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 31, 1875.

(Signed) **JAMES N. BECK,**
Executor.

Before me, a notary public in and for the State of Pennsylvania, came James W. Beck on this 3td day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **FR. M. RAUGH,**
Notary Public.

(Endorsed:) $3,000; 1 $3,000; #/, 542, 543, 544. Ja's N. Beck, ex., Phil., P'a. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2270 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, C. A. Greeley, am a resident of Nashua, State of Iowa, and am the owner and holder of $6,000 first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1052, 1220, 107$\frac{6}{7}$, & 2070, one thousand $ bonds, and No. 1157 & 150, of denomination of 500$ bonds, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company may be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 4th, 1875.

(Signed) **C. A. GREELEY.**

STATE OF IOWA,
Chickasaw County, ss:

Before me, a notary public in and for the State of Iowa, came C. A. Greeley, on this 14th day of August, 1875, who to me is know as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **W'M B. PERRIN,**
Notary Public.

(Endorsed:) $6,000; 1st mort. C. A. Greeley. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2271 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, E. W. B. Canning, am a resident of Stockbridge, State of Massachusetts, and am the owner and holder of five first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 2294, 2295, 2296, 2297, & 2298, denomination $1,000, which I have deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 27th, 1875.

(Signed) E. W. B. CANNING.

Before me, a notary public in and for the State of New York, came E. W. B. Canning on this 29th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) W. D. SEARLS,
Notary Public, New York County.

(Endorsed:) $5,000; first; $2294, 2295, 2296, 2297, 2298. E. W. B. Canning, Stockbridge, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2272 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Geo. W. Whitney, am a resident of Quincy, State of Mass., and am the owner and holder of first, 1,000, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 531, denomination 1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 26, 1875.

[SEAL.] (Signed) G. W. WHITNEY.

Before me, a notary public in and for the State of Massachusetts, came G. W. Whitney, of Quincy, Mass, on this 26th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) J. E. M. GILLEY.

(Endorsed:) $1,000; first; # 531. G. W. Whitney, Quincy, Mass. Strict foreclosure. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2273 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Levi Caldwell, am a resident of Newton, State of Mass., and am the owner and holder of 1 first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 247, denomination, 500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date. July 28, 1875.

(Signed) LEVI CALDWELL.

Before me, a notary public in and for the State of Massachusetts, came Levi Caldwell, of Newton, on this twenty-eighth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) DANIEL SHARP, J'R,
Notary Public.

(Endorsed:) $500, 1; # 247. Levi Caldwell, Newton, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2274 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Hiram Read, am a resident of Greene, Chenango Co., State of New York, and am the owner and holder of fifteen hundred dol' first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 111, 112, 113, denomination five hundred, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 29th, 1875.

(Signed) **HIRAM READ.**

Before me, a notary public, Chenango Co., in the State of New York, came Hiram Read on this 29th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) **E. J. ARNOLD,**
Notary Public.

(Endorsed:) $1,500; #111, 112, 113. H. Reed, Greene, Chenango Co., N. Y. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2275 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, D. C. Webber, am a resident of Somerville, State of Mass., and am the owner and holder of 5 first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 1063, 1064, 1053, 500; 2317, 2318, 1,000, denomination 1,000 & 500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 26, 1875.

(Signed) **D. C. WEBBER.** [SEAL.]

Before me, a notary public in and for the city of Boston, came D. C. Webber, of Somervill', Mass., on this twenty-sixth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **J. E. M. GILLEY,**
Notary Public.

(Endorsed:) $3,500; ##1063, 1064, & 1053, of $500; ##2317 & 2318 @ $1,000. D. C. Weber, Somerville, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2276 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Caroline M. Williams, am a resident of Newport, State of Rhode Island, and am the owner and holder of three first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 142, 144, & 572, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Newport, Aug. 9, 1875.

(Signed) CAROLINE M. WILLIAMS.

Before me, a notary public in and for the State of Rhode Island, came Caroline W. Williams on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) WILLIAM P. SHEFFIELD,
Notary Public.

(Endorsed:) $1,500; ⌘142, 144, 572. C. M. Williams. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2277 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO., OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, David W. Cunningham, am a resident of Grantville, State of Mass., R. and am the owner and holder of one first-mortgage bond of the Central R. Co. of Iowa, numbered 1339, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co., of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Grantville, July 27, 1875.

(Signed) DAVID W. CUNNINGHAM.

Before me, a notary public in and for the State of Massachusetts, came David W. Cunningham, on this second day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $1,000, 1st; # 1339. David W. Cunningham, Grantville, Mass. Strict. Filed Oct. 11, 1875. Georg B. Corkhill, clerk.

2278 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

We, B. K. Jamison & Co., am a resident of Philadelphia, State of Pennsylvania, and am the owner and holder of $2,500 first-mortgage bonds of the Central R. R. Co. of Iowa, numbered , denomination , which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co., in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 29th, 1875.

(Signed) B. K. JAMISON & CO.

Before me, a notary public in and for the State of Pennsylvania, came B. K. Jamison, of the firm of B. K. Jamison & Co., on this 29th day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. P. RUTHERFORD,
Notary Public.

(Endorsed:) $2,500 1st mort. B. K. Jamison & Co., Phil., Pa. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2279 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, John Richardson, am a resident of Newton Upper Falls, State of

Mass., and am the owner and holder of 2,000 first , second , third mortgage bonds of the Central R. R. Co. of Iowa, numbered 668, 669, denomination, $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 2nd, 1875.

(Signed) JOHN RICHARDSON.

Before me, a notary public in and for the State of Massachusetts, came John Richardson, on this second day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $2,000 1st, $1,000 ✗ 668, 669. John Richardson, Newton Upper Falls, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2280 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, John W. Brewster, am a resident of Pittsfield, State of Massachusetts, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 528, and cap'tal coupons & bond with Farmers' Loan & Trust Co., Dec. 2, 1874, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 5, 1875.

(Signed) JOHN W. BREWSTER.

Before me, a notary public in and for the State of Massachusetts, came John W. Brewster, on this fifth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) J. D. FERRY,
Notary Public.

(Endorsed:) John W. Brewster, Pittsfield, Mass. $500, 1st m., ✗628. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2281 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Cha's Sumner, am a resident of Delham, State of Mass., and am the owner and holder of one first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered #1354, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Company of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co., in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 9, 1875.
(Signed) CHARLES SUMNER.

Before me, a notary public in and for the State of Massachusetts, came Cha's Sumner, of Delham, Mass., on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed:) $1,000 1st mort., #1354. Cha's Sumner. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2282 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Joseph Jacobs, j'r, am a resident of So. Hingham, State of Mass., and am the owner and holder of one first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 746, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 6, 1875.
(Signed) JOSEPH JACOBS, J'R.

Before me, a notary public in and for the State of Massachusetts, came Joseph Jacobs, j'r, of South Hingham, Mass., on this sixth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) J. E. M. GILLEY,
Notary Public.

(Endorsed:) Joseph Jacobs, $500, 1st mort.; #746. Strict. Filed Oct. 11, 1875, George B. Corkhill, clerk.

2283 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Horace Eaton, am a resident of Palmyra, State of New York, and am the owner and holder of one first-mortgage bond of the Central R. R. Co. of Iowa, numbered 1799, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I hereby inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 31, 1875.
(Signed) HORACE EATON.

Before me, a justice of the peace in and for the State of New York, came , on this 31st day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

(Signed) M. C. FINLY,
Justice of the Peace.

(Endorsed:) $500 1st; #1799. David Eaton, Palmyra, N. Y. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2284 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Nelson Beardsley, am a resident of Auburn, State of New York and am the owner and holder of nine first-mortgage bonds of the Cen tral R. R. Co. of Iowa, numbered 2642 to 2650, of denomination of $1,000 each & No. 1789 & 1790 of the denomination of $500 each, in all $10,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Auburn, N. Y., Aug. 15, 1875.

(Signed) N. BEARDSLEY.

Before me, a notary public in and for the State of New York, came Nelson Beardsley of the city of Auburn, on this sixteenth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. L. PALMER,
Notary Public.

(Endorsed:) $10,000. N. Beardsley; #2642 to 2650, $1,000 each; 1789 & 1790, $500 each. Filed Oct. 11, 1875. George B. Corkhill, c rk

2285 *Bondholders' petition, No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Morgan Washborn, am a resident of Brooklyn, State of New York, and am the owner and holder of three first-mortgage bonds of the Central R. R. Co. of Iowa, numbered one (1) of 500$, No. 20; one (1) of 500, No. 328; one (1) of 1,000$, 910, 259, denomination, 2 of 500, 1 of 1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 28, 1875.

(Signed) MORGAN WASHBORN.

SOUTHERN DISTRICT OF NEW YORK:

Before me, an United States commissioner in and for the southern district of New York, came Morgan Washborn, on this 28th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) EDWARD L. OWEN,
U. S. Commissioner for the southern dist. of New York.

(Endorsed:) Morgan Washborn, $2,000; 1st. mort. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2286 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee, *vs.* THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Martha Smith, am a resident of Haverstraw, State of New York, and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 97 & 98, denomination $1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, July 31st, 1875.

(Signed) MARTHA SMITH.

COUNTY OF ROCKLAND, *ss:*

Before me, a notary public in and for the State of New York, came Martha Smith, on this thirty-first day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. EDWARD SUFFERN,
Notary Public.

(Endorsed:) Martha Smith, Haverstraw, N. Y. $2,000, 1st; #97, 98. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2287 *Bondholders' petition, No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee, *vs.* THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, John W. Curtis, am a resident of Greenwich, State of New York, and am the owner and holder of three first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1080, 394, 1191, denomination $1,000, $500, $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that, in the disposition of the above property, I desire "a strict foreclosure," and that my interest in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 30, 1875.

(Signed) JOHN W. CURTIS.

Before me, a notary public in and for the State of New York, came John W. Curtis, on this 30th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **EDWIN WILMARTH,**
Notary Public.

(Endorsed :) $2,000 1st mort. J. W. Curtis. Strict. #1080, 394, 1191. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2288 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, James Howard, am a resident of Ipswich, State of Massachusetts, and am the owner and holder of two first, 0 second, 0 third mortgag bonds of the Central R. R. Co. of Iowa, numbered 290 & 291, denomination 500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, take this method to inform you that, in the disposition of the above property, I desire "a strict foreclosure," and that my interests in the old company be reinstated in the Central Iowa Railway Company, in the priority I occupied in the old company, as explained by committee of said company in circular issued by them in June, 1875.

Date, August 21st, 1875.

(Signed) **JAMES HOWARD.**

Before me, a notary public in and for the county of Essex, State o Massachusetts, came James Howard, on this twenty-third day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **CHARLES A. SAYWARD,**
Notary Public.

(Endorsed :) $1,000, first mort., #290, 291. James Howard. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2289 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Benj. T. Martin, am a resident of Chelsea, State of Mass., and am the owner and holder of one first, second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered 1831, denomination $500,

which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that, in the disposition of the above property, I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co., in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, 27th , 1875.

(Signed) B. T. MARTIN.

Before me, a notary public in and for the State of Massachusetts, came Benj. T. Martin, of , on this twenty-eighth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) JOHN B. FOLGER,
Notary Public & Justice of the Peace.

(Endorsed:) $500, #1831. Benj. T. Martin, Chelsea, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2290 ***Bondholders' petition No. 6.***

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Rev'd W'm M. Deatrick, am a resident of Mercersburg, State of Pennsylvania, and am the owner and holder of one first-mortgage bond of the Central R. R. Co. of Iowa, numbered 1439, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that, in the disposition of the above property, I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co., in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 6th, A. D. 1875.

(Signed) W'M M. DEATRICK.

Before me, a notary public in and for the State of Pennsylvania, came W'm M. Deatrick, on this sixth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) S. C. GROVE,
Notary Public.

(Endorsed:) $1,000, 1st mort., #1439. W. M. Deatrick. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2291 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport Iowa:

I, James H. Campbell, am a resident of Philadelphia, State of Penn'a, and am the owner and holder of one first-mortgage bond of the Central R. R. Co. of Iowa, numbered 899, payable, principal and int., in U. S. gold coin, denomination one thousand dollars, with all unpaid coupons attached, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the St. Louis, Iowa and Minnesota R. R. Co., in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 12th, 1875.

(Signed) JAMES H. CAMPBELL,
No. 130 South 6th st., Phil'a.

Before me, a U. S. commissioner in and for the eastern district of Pennsylvania, came James H. Campbell, of Philadelphia, on this 12th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) SAMUEL BELL,
U. S. Commissioner.

(Endorsed:) $1,000, 1st mort., #99. J. H. Campbell. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2292 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

THE FARMERS' LOAN & TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

We, John Q. Sterling & Henry Holland, are *a* residents of New Castle County, State of Delaware, and are the owners and holders of (2) two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 258 and 219, denomination $500 each, which we have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, we take this method to inform you that in the disposition of the above property we desire "a strict foreclosure," and that our interests in the old company be reinstated in the St. Louis, Iowa and Minnesota R. R. Co. in the priority we occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, September 20th, 1875.

(Signed) JOHN Q. STERLING.
JOHN Q. STERLING, *At'y,*
for HENRY HOLLAND.

Before me, a justice of the peace in and for the State of Delaware, came John Q. Sterling, and John Q. Sterling att'y for Henry Holland, on this 20th day of September, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) DAVID MUTHIM,
Justice of the Peace.

(Endorsed :) $1,000, 1st mort., #258 & 219. Holland & Sterling. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2293 *Bondholders' petition No. 6.*

CENTRAL RAILROAD COMPANY OF IOWA.

FARMERS' LOAN AND TRUST COMPANY, of New York, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, Samuel Hall, am a resident of Exeter, State of New Hampshire, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered (414) four hundred fourteen, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that, in the disposition of the above property, I desire "a strict foreclosure," and that my interests in the old company be reinstated in the St. Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 24th, 1875.

(Signed) SAMUEL HALL.

Before me, a justice of the peace in and for the State of New Hampshire, came before me and testified, on this twenty-f'urth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) GEO. E. LANE,
Justice of the Peace.

(Endorsed :) $500, 1st mort., #414. S. Hall. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2294 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, William J. Sly, am a resident of Edenville, State of New York, and am the owner and holder of $2,000 first bonds of the Central R. R. Co. of Iowa, numbered two, bonds of $500, 9 #317, 257, one of $1,000, #788, denomination , which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that, in the disposition of the above property, I desire "a strict foreclosure," and that my interests in the old company be reinstated in the St. Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 5, 1875.
(Signed) WILLIAM J. SLY.

Before me, a notary public in and for the State of New York, came William J. Sly, on this fifth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) C. A. CRISSEY,
Notary Public.

(Endorsed:) $2,000, 1st mort., #317. W. J. Sly. 528, 188. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2295 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, Eugene Douglas, am a resident of Brooklyn, State of New York, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1208, denomination $1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 24, 1875.
(Signed) EUGENE DOUGLAS.

Before me, an United States commissioner in and for the *of* southern district of New York, came Eugene Douglas, on this 24th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) EDWARD L. OWEN,
U. S. Commissioner for the Southern District of New York.

(Endorsed:) $1,000; 1st mort.; #1208. Strict. Eugene Douglas. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2296 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Sarah Williams, am a resident of Winchester, State of Massachusetts, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 143, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 9th, 1875.

(Signed) SARAH WILLIAMS.

Before me, *a* William P. Hifford, a notary public in and for the State of Rhode Island, came Sarah Williams, on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) WILLIAM P. HIFFORD,
Notary Public.

(Endorsed:) $500; 1st-mort.; #143. Sarah William. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2297 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Harriet W. Barrows, am a resident of Newport, State of Rhode

Island, and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 22 & 571, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circulur issued by them in July, 1875.

Date, Aug. 9th, 1875.

(Signed) **HARRIET W. BARROWS.**

Before me, a notary public in and for the State of Rhode Island, came Harriet W. Barrows, on this 9th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) **W. P. SHEFFORD,**
Notary Public.

(Endorsed:) $1,000; 1st-mort.; #22, 571. H. W. Barrows. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2298 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Charles A. Vankleek, am a resident of Station Island, State of New York, and am the owner and holder of three (3) first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1098, 2371, 2372, denomination 1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, New York, Aug. 26, 1875.

(Signed) **C. A. VANKLEEK.**

SOUTHERN DISTRICT OF NEW YORK:

Before me, a United States commissioner in and for the State southern district of New York, came Charles A. Vankleek, on this 26th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

Address at 28 Versey st., New York City.

[SEAL.] (Signed) **EDWARD L. OWEN,**
U. S. Commissioner for the Southern District of New York.

(Endorsed:) $3,000; 1st-mort. C. A. Vankleek. Strict. #1098, 2372, 2371. Filed Oct. 11, 1875. George B. Corkhill, clerk.

Before me, an United States commissioner in and for the *of* southern district of New York, came Eugene Douglas, on this 24th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) EDWARD L. OWEN,
U. S. Commissioner for the Southern District of New York.

(Endorsed:) $1,000; 1st mort.; #1208. Strict. Eugene Douglas. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2296 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Sarah Williams, am a resident of Winchester, State of Massachusetts, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 143, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Aug. 9th, 1875.

(Signed) SARAH WILLIAMS.

Before me, *a* William P. Hifford, a notary public in and for the State of Rhode Island, came Sarah Williams, on this ninth day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) WILLIAM P. HIFFORD,
Notary Public.

(Endorsed:) $500; 1st-mort.; #143. Sarah William. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2297 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Harriet W. Barrows, am a resident of Newport, State of Rhode

Island, and am the owner and holder of two first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 22 & 571, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circulur issued by them in July, 1875.

Date, Aug. 9th, 1875.

(Signed) HARRIET W. BARROWS.

Before me, a notary public in and for the State of Rhode Island, came Harriet W. Barrows, on this 9th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) W. P. SHEFFORD,
Notary Public.

(Endorsed:) $1,000; 1st-mort.; #22, 571. H. W. Barrows. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2298 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK, trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

To LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa:

I, Charles A. Vankleek, am a resident of Station Island, State of New York, and am the owner and holder of three (3) first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 1098, 2371, 2372, denomination 1,000 each, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, New York, Aug. 26, 1875.

(Signed) C. A. VANKLEEK.

SOUTHERN DISTRICT OF NEW YORK:

Before me, a United States commissioner in and for the State southern district of New York, came Charles A. Vankleek, on this 26th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

Address at 28 Versey st., New York City.

[SEAL.] (Signed) EDWARD L. OWEN,
U. S. Commissioner for the Southern District of New York.

(Endorsed:) $3,000; 1st-mort. C. A. Vankleek. Strict. #1098, 2372, 2371. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2299 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, M. P. Elliot, am a resident of Boston, State of Mass., and am the owner and holder of one first, one second, third mortgage bonds of the Central R. R. Co. of Iowa, numbered, 1000, 1st, 2568, 1000, 2nd, 243, denomination 1,000, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, Boston, July 29, 1875.

(Signed) M. P. ELLIOT.

Before me, a notary public in and for the State of Massachusetts, came M. P. Elliot, on this twenty-ninth day of July, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) A. B. COOPER,
Notary Public.

(Endorsed :) $1,000 1st., #2568; $1,000 2d, #243. M. P. Elliot Boston, Mass. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2300 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER,
Master in Chancery, Davenport, Iowa :

I, C. A. Crissey, csh. 1st Nat. Bank Warwick, N. Y., am a resident of Warwick, State of New York, and am a*nd* holder of 4 first-mortgage bonds of the Central R. R. Co. of Iowa, numbered 834, 966, 536, 539, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 16, 1875.

(Signed) C. A. CRISSEY, *Csh.*

Before me, a notary public in and for the State of New York, came Charles A. Crissey, on this 16th day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) JOHN BURT,
Notary Public.

(Endorsed:) $2,000 1st mort., #536, 539, 836, 966. 1st mort. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2301 *Bondholders' petition No. 6.*

CENTRAL RAILROAD CO. OF IOWA.

FARMERS' LOAN AND TRUST CO. OF NEW YORK,
trustee,
vs.
THE CENTRAL R. R. CO. OF IOWA.

TO LEWIS M. FISHER, *Master in Chancery, Davenport, Iowa:*

I, James Little, am a resident of Middletown, State of New York, and am the owner and holder of one first-mortgage bonds of the Central R. R. Co. of Iowa, numbered (484) four hundred and eighty-four, denomination $500, which I have caused to be deposited with the Farmers' Loan and Trust Co. of New York City. In compliance with your request, I take this method to inform you that in the disposition of the above property I desire "a strict foreclosure," and that my interests in the old company be reinstated in the S't Louis, Iowa, and Minnesota R. R. Co. in the priority I occupied in the old company, as explained by directors of said company in circular issued by them in July, 1875.

Date, August 3, 1875.

(Signed) JAMES LITTLE.

Before me, a notary public in and for the State of New York, came James Little, on this third day of August, 1875, who to me is known as the person who signed the foregoing statement, and personally made oath that the same is true.

[SEAL.] (Signed) CHA'S J. BOYD,
Notary Public, Orange County, N. Y.

(Endorsed:) $500. #484. James Little, Middleton, N. Y. Strict. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2302 THE STATE OF IOWA,
County, ss:

I, Charles Alexander, depose and say that I am a resident of the city of Boston, Mass.; that during the early part of the year 1872 I became the owner of about $20,000 of the first-mortgage bonds of the Central Railroad Company of Iowa, which I purchased from said company through Messrs. C. E. Fuller and Co., bankers, at No. 2 State street in said city, agents of said company for the sale of said bonds.

That afterwards, to wit, about June or July of said year, I was frequently in the office of said Fuller and Co., and from time to time had access to and examined the circulars and monthly reports of said company, furnished by them to said agents; that I examined the

certain circular or duplicate whereof is annexed to the affidavit
2303 of S. A. Fuller, then in the office of said agents, dated June 10th, 1873, and addressed "To the bondholders of the Central Railroad Company of Iowa," and signed by Isaac M. Cate, president, Horace Abbott, John S. Gilman, F. W. H. Sheffield, and A. L. Hatch, committee of directors, and in consequence of the representations therein made I was induced to fund the coupons which were already due and unpaid as well as those to become due for eighteen months from July 15th, 1873, into a scrip interest in the manner proposed in said circular; that some time after having been so induced to fund, my attention was called to the monthly statements of the earnings and operating expenses as issued by said company to their directors and officers
2304 for the months of M'ch, Apr., and May, 1873, which reports by copies thereof and hereto annexed, and marked respectively B, C, and D. The net earnings, as shown by said reports to directors, are largely deficient compared with the figures given to the public in the said circular given to the public June 10th, 1873, to wit, in the sum of $4,108 for March, $5,274 for April, and $15,042.00 for May, a sum, had the same been correctly reported, sufficiently large to deter me from accepting the proposals made in said circular, as I verily believe.

(S'g'd) CHARLES ALEXANDER.

THE STATE OF IOWA,
Hardin County:

Subscribed and sworn to by the above-named Charles Alexander in my presence and before me this July 22nd, A. D. 1874.

[SEAL.] E. W. EASTMAN,
Notary Public in and for Hardin County, Iowa.

2305 (Endorsed:) Rec'd copy of within aff't July 30, '74. Brown and Sears, def't's atty's.

A.

CENTRAL RAILROAD COMPANY OF IOWA,
32 Pine Street New York, June 10th, 1873.

To the bondholders of the Central Railroad Co. of Iowa:

The stockholders who assisted, with money, in the construction of this road did not contemplate undertaking either the management or operation of it, but only to aid the projector (builder, and executive till March last), until he should find a strong railway corporation that would lease the road and guarantee to the bondholders their interest.

In this they have been disappointed. While waiting for the
2306 fulfilment of their expectations an energetic effort to develop the traffic of the road was not made, nor were its means spent with the same economy which will hereafter be exercised.

The floating indebtedness has become $950,000. More than half of this sum, namely, $524,000, has been advanced to meet the interest maturing on the bonded indebtedness during the past two years; $155,000 is due for cars which the road holds under contract, to become its property when paid for, but otherwise to revert to the builders, and the builders are now demanding an immediate decision as to what will be done; $88,500 is due to operatives; $30,000 on over-due State and county taxes; $28,000 for coal and drawbacks; balance for locomotives, rolling-stock, and materials used in the equipment and operation of the

2307 road, the payments for which have been deferred from time to time.

The stockholders did not make any profit in the construction of this road; on the contrary, they have paid for their stock at the rate of $5,000 to the mile of road built, besides the sum advanced for interest on the bonded indebtedness during the last two years.

The January interest of this year, although mostly provided for, was not paid by the railroad company, but the money to take up the coupons was furnished by individuals who now hold them as a first lien upon the road, along with the first-mortgage bondholders.

The interest due in April last on $4,000 to the mile of second mortgage or equipment bonds was passed. The money for the coming
2308 July interest cannot be obtained. More motive power and rolling
stock are needed for handling the business offering; additional machine shops and tools will be required to keep the rolling-stock and locomotives in repair.

Paying the interest on the bonded indebtedness alone will not develop the strength and ability of the road to maintain itself and pay its interest hereafter, but additional motive power, rolling-stock, machine shops, and tools will give the means for doing the business the road was built to do, and also become an additional pledge to the bondholders.

The earnings of 1872 were about $600,000, which was less than the cost of management.

It is estimated by the present managers that with adequate equipment the earnings of 1873 can be carried to between $800,000 and $900,000, while the expense of operating will not exceed 60 or
2309 65 per cent. of that sum, at the outside, and that the road will
go on increasing its earnings from year to year.

Already the earnings during the spring months are largely over the corresponding months of last year, while the cost of management has been reduced at the rate of $90,000 per annum.

The following is a comparitive statement of the earnings and expenses for 1872 and 1873, namely:

March, 1872.		
Earnings	$42, 301	
Expenses		$42, 750
Earnings	$42, 405	
Apr. expenses		$49, 752
May earnings	$38, 388	
Expenses		$48, 402
	$123, 094	$140, 904
March, 1873.		
Earnings	$63, 288	
Earnings		$43, 358
April expenses	$55, 709	
Expenses		$38, 715
2310 May earnings	$52, 000	
Expenses		$37, 000
	$170, 997	$119, 073

This shows an increase of earnings of 35 per cent. and a reduction of

16 per cent. in expenses; or a net increase of $70,000 over last year; and these three months are always the lightest of the year.

Cir., June 10, '73.

CHARLES ALEXANDER.

It will cost $350,000 to suitably equip the road for business and $350,000 more to finish the line.

Although 200 miles of road have been built, 36 miles of that distance are not available without the construction of 31 miles more; so that out of a line of 231 miles, on which the interest on bonds is maturing from year to year, only 164 miles are available for profitable use.

2311 There are issued $3,700,000 first-mortgage bonds and $925,000 second mortgage or equipment bonds, the annual interest on which at 7 per cent. gold is $323,750 gold.

In order to obtain means for equipping and furnishing this road it is necessary to ask the bondholders to extend the interest coming due during two years until January 1, 1879, the coupons for these two years' interest to be placed with the Farmers' Loan and Trust Co. at New York City in trust, that company being the trustee for the bondholders, and scrip for their amounts, payable January 1, 1879, with interest at 7 per cent. gold, payable semi-annually, to be given therefor, interest to be added to January 1, 1874, on coupons due April, July, and October, 1873, and deducted from those coming due after that date, up to and inclusive of January 15th, 1875. Conditions of trust to be that
2312 should the Central Railroad Co. of Iowa fail to perform its obligation to pay the interest semi-annually and principal at maturity, then the holders of the scrip shall have their coupons returned to them, with the right to proceed against the company the same as if no trust had been made.

The extension of the two years' interest having been obtained in the manner proposed above, the company will then issue preferred stock to take up the present floating indebtedness, including the surrender of the coupons of January, 1873, already passed, and to obtain money for further equipment, and laying the iron on thirty-one more miles, the most of which is already graded.

Conditional subscriptions sufficient to take up most of this floating indebtedness and all the coupons have already been obtained;
2313 provisional contracts for five new locomotives have been made, and steps will be taken to obtain an additional supply of cars for this year's business.

Address the Farmers' Loan and Trust Co. at New York for an exchange of coupons for scrip, and the earlier the exchange is made the earlier will definite progress be made in equipping and providing for carrying out present plans for preparing the road to do the business offering, and thus strengthening the confidence of those who are now willing to assist in bringing the company out of its present embarrassments. The doing of this is dependent upon your affirmative action upon the plan presented.

In making the above statement of the present difficulties of the road, it may without impropriety be said that there are but few railroads at

the west that have not been similarly situated, and the many
2314 that were are to day among the best paying lines.

(S'g'd) ISAAC M. CATE,
President.
HORACE ABBOTT,
JOHN S. GILMAN,
F. W. H. SHEFFIELD,
A. L. HATCH,
Committee of Directors.

CENTRAL RAILROAD COMPANY OF IOWA.

No. .

This certificate witnesseth, that whereas bondholder No. has, at
the request of the Central Railroad Company of Iowa, this day placed
in the custody of the Farmers' Loan and Trust Company of New York
City the coupons from July 15, 1873, to January 15, 1875, inclusive, of
bond No. , for $1,000, of the first-mortgage bonds of said railroad
company, upon the agreement that the title to said coupons shall remain
in him and those who may hereafter become the holders of this
2315 certificate, and that the said Loan and Trust Company, as the
agent of such holder, shall retain the custody of the said coupons,
and that the said railroad company shall be exempted from demand
upon the same, provided it shall pay the sum of one hundred and thirty-
seven$\frac{14}{100}$ dollars in gold, on or before the first day of January, A. D.
1879, to the person presenting this certificate at the office of said rail-
road company in the city of New York, and interest meanwhile at the
rate of seven per cent. per annum, on the said sum of one hundred and
thirty-seven dollars $\frac{14}{100}$ in gold, semi-annually, to the person presenting
each scrip coupon hereto attached, when payable, at said office; but
that if default shall be made at any time in the payment of said princi-
pal sum, or the interest thereon, at the times and in the manner
2316 mentioned herein, the bearer of this certificate shall be entitled
to receive from the said Loan and Trust Company the original
coupons placed in its custody, leaving this certificate, with any scrip
coupons thereto attached and unpaid, as a voucher therefor, and to
pursue his remedy upon the said original coupons, and that on payment
of said principal sum and interest as aforesaid the said railroad com-
pany shall be entitled to this certificate with its scrip coupons, and also
to receive from said Loan and Trust Company the said original coupons.

Now, the Central Railroad Company of Iowa hereby covenants and
agrees that it will pay the bearer of this certificate, on presentation at
its said office, on the first day of January, A. D. 1879, the said principal
sum of one hundred and thirty-seven dollars 14-100, and mean-
2317 while interest as aforesaid on presentation of said scrip coupons.

In testimony whereof the president and secretary of said Central Railroad Company of Iowa have hereto subscribed their names and caused the corporate seal of said company to be affixed by its authority, this fifteenth day of June, A. D. eighteen hundred and seventy-three.

President.

Secretary.

The certificate for the holders of first-mortgage bonds of $500 each will be for $68.57.

The certificate for the holders of second-mortgage bonds, all of which are for $1,000 each, will be like the above, except that the amount will
be $139.66 instead of $137.14, and that it will include the coupons
2318 from April 15, 1873, to October 15, 1874, inclusive.

Cir. of June 10th, 1873.

CHARLES ALEXANDER.

[T. J. Fletcher, auditor.]

CENTRAL RAILROAD OF IOWA, AUDITOR'S OFFICE,
Marshalltown, Ia., July 26th, 1873.

C. E. FULLER & CO., *Boston:*

GENTLEMEN: You will please make the following corrections in the monthly-statement sheets sent you from this office, viz:

M'ch, "freight earnings refunded," should read	$4,490 81
April, " " "	5,511 69
May, " " "	3,416 56

making the necessary alterations in the final footings.

The above changes are caused by "bills for rebate" not having
2319 been approved by the gen. sup't until this month.

This by direction of D. N. Pickering, gen. sup't.

Yours, respectfully,

(S'g'd) T. J. FLETCHER, *Aud.*

N. B.—The monthly statements were afterwards corrected by this circular.—CHARLES ALEXANDER.

Rec'd copy of—

2320 EXHIBIT B.

Statement of earnings and operating expenses of the Central Railroad of Iowa for month of March, 1873.

EARNINGS.

From freight	45,812 98	
" passengers, local, $6,080.10; coupons, $5,649.76; cond'rs collections, $875.80; extra baggage, $20.40; 500 miles t'k'ts, $166.50	12,792 56	
" express	750 00	
" mails	800 00	
" miscellaneous: From eng'r dep't, $25.70; store supplies, $144.12; grain excess, $1,729.51; rebate, $64.27; lost fr't, $14.45; car dep't, $15.45; road-bed, $1.00; rents and leases, $77.50; stock killed, $4.00; fuel, $216.00; car service, $840.66	3,132 66	
Total earnings	63,288 20	

EXPENSES.

General expense:		
Superintendence and general office	1,590 79	
Stationery, tickets, and printing	101 80	
Advertising	125 00	
Freight earnings refunded not applicable to any particular mo., but shows am't vouchers rendered by gen. f't ag't	4,490 81	
Taxes and insurance	315 00	
Legal expense	343 69	
		6,967 09
Repairs:		
Of track	3,434 03	
Of bridges and culverts	864 57	
Of fences, cattle guards, and crossings	" "	
Of buildings	26 66	
Of locomotives	3,978 41	
Of cars	2,413 12	
Of tools and machinery	556 37	
Of office and station fixtures	33 40	
Of water works	346 52	

Of foreign car repairs		645 93	
Of train tools and fixtures		234 31	
Of stock yards		6 96	
" engine-house supplies		9 65	
" coal-house "		1 60	
			19,553 73
Amount forward			19,520 82
Amount forward			19,520 82
Operating expense:			
Operating telegraph		920 53	
Conductors, baggagemen, and breakmen		2,898 03	
Engineers and firemen		4,800 04	
Station agents, clerks, and watchmen		2,106 01	
Fuel		4,489 15	
Oil and waste		709 93	
Stock killed or injured		1,111 74	
Loss or damage on freight and baggage		55 03	
Miscellaneous expenses	819 15		
Accident ⅌.. $208.00; mail service, $33.00	241 00		
Wrecking, $81.33; snow shoveling, $5,053.16	5,134 49		
Pumping water, $194.00; rents and leases, $27.10	221 10		
Detective ⅌, $90.32; coupon com. ⅌, $80.00	170 32		
		6,586 06	
Transportation, $82.02; station expense, $15.88		97 90	
Coupon t'k'ts, $3,349.36; car service, $822.43		4 171 79	
			27,946 21
			47,467 03

SUMMARY.

Gross earnings	63,288 20
Total expenses	47,467 03
Net earnings	$15,821 17

AUDITOR'S OFFICE,
Marshalltown, Iowa, May 9th, 1873.
(Signed) HARRY W. BENTON, *Auditor.*

(Endorsed:) March, 1873. Earnings & disbursements Iowa Central R. R. Exhibit B.

2321

EXHIBIT C.

Statement of earnings and operating expenses of the Central Railroad of Iowa for month of April, 1873.

EARNINGS.

From freight	37,254 76
" passengers, local, 6,184.25; coupon 5,974.66; conductors, 1,177.80; extra baggage, 19.72; gen. t'k't office, 439.75	13,796 18
" express	750
" mails	800
" miscellaneous: From rents and leases, 110.00; interest ⅌. 60.12; grain excess, 648.53; rebate, 77.30; stock killed, 13.90; foundry, 100; car dep't, 32; supplies, 40; car service, 2,026.62	3,108 47
Total earnings	55,709 41

EXPENSES.

General expense:		
Superintendence and general office	1,606 41	
Stationery, tickets, and printing	290 80	
Advertising	25	
Freight earnings refunded	5,511 69	
Taxes	560 82	
Engineer corps	17 67	
Discount and interest	118 69	
		8,131 08
Repairs:		
Of track	5,423 90	
Of bridges and culverts	860 60	
Of fences, cattle-guards, and crossings	35 34	
Of buildings	88 69	
Of locomotives	3,995 70	
Of cars	2,517 05	
Of tools and machinery	1,011 62	
Of office and station fixtures	90	
Of water-works	215 15	
Of engine-house supplies	12 93	
Of train tools and fixtures	138 51	
Of coal-house supplies	1 60	
Of foreign cars	143 57	
		14,433 56
Amount forward		22,564 64

Amount forward			22,564 64
Operating expense:			
Operating telegraph		711 64	
Conductors, baggagemen, and breakman		2,985 13	
Engineers and firemen		4,851 14	
Station agents, clerks, and watchmen		2,704 48	
Fuel		3,936 81	
Oil and waste		691 53	
Stock killed or injured		259 50	
Loss or damage of freight and baggage		130 39	
Miscellaneous expense	95 70		
Mail service, 6.00; snow shoveling, 136.94	142 94		
Marshall R. house, 8.13; pumping water, 1.39	147 13		
Station expense, 143.13; transportation, 69.15	212 28		
		598 05	
Car service, 1,085.06; coupon tickets, 3,471.28		4,556 34	
			21,425 01
			43,989 65

SUMMARY.

Gross earnings	55,709 41
Total expenses	43,989 65
Net earnings	11,719 76

(Endorsed:) Earnings & disbursements. April, 1873. Exhibit C. Filed Oct. 11, 1875. George B. Corkhill, clerk.

AUDITOR'S OFFICE,
Marshalltown, Iowa, May 19th, 1873.
(Signed) HARRY W. BENTON,
Auditor.

2322 **EXHIBIT marked D.**

Statements of earnings and operating expenses of the Central Railroad of Iowa for month of May, 187 .

EARNINGS.

From freight	30,895
" passengers, local, $6,068.15; coupons, $7,138.83; conductors' colls., $1,289.25; extra baggage, $46,26; gen. t'k't office, $75.00	14,617 49
" express	750
" mails	800
" miscellaneous, from supplies, $195.75; eng'r dep't, $45.50; rebate, $82.83; lost and damaged fr't, 12.38; car service, 944.09; rents and leases, 12.50; new machine-shops, 6.00; grain excess, 209.42; new fencing, 5.25; stationery, t'k'ts, and printing, 450; transportation, $100.00	1,618 22
Total earnings	48,680 71

EXPENSES.

General expense:		
Superintendence and general office	1,357	
Stationery, tickets, and printing	474 30	
Legal expense	40 49	
Freight earnings refunded, "rebate"	3,416 56	
Interest and exchange	31 30	
Traveling expense	743 10	
		6,062 75
Repairs:		
Of track	9,678 63	
Of bridges and culverts	1,687 88	
Of fences, cattle-guards, and crossings	23 98	
Of buildings	348 73	
Of locomotives	4,245 77	
Of cars	2,193 12	
Of tools and machinery	924 40	
Eating-house	30	
Of water-works	240 53	
Of coal-house supplies	44	
Of train tools and fixtures	177 39	
Of stock-yards	75	
	1,102 10	
	3 78	
		20,627 80
Amount forward		26,690 55

Amount forward			26,690 55
Operating expense:			
Operating telegraph		784 92	
Conductors, baggagemen and breakman		2,817 76	
Engineers and firemen		5,050 36	
Station-agents, clerks, and watchmen		2,622 37	
Fuel		3,143 45	
Oil and waste		708 81	
Stock killed or injured		898 00	
Loss or damage of freight and baggage		60 29	
Miscellaneous expense	638 99		
Transportation, 92.02; snow-shoveling, 431.99	524 01		
Rents and leases, 27.10; station exp'se, 17.00	44 10		
Accidents, 59.00; M'shall R. House, 28.25	87 85		
Pumping water, 142.78; wrecking, 43.02	186 00		
		1,480 95	
Coupon t'k'ts, 3,920.97; car service, 544.48		4,465 45	
			22,032 36
			48,722 91

SUMMARY.

Gross earnings	48,680 71
Total expenses	48,722 91
Net expenses over gross earnings	$0,042 20

AUDITOR'S OFFICE,
Marshalltown, Iowa, July 7th, 1873.

(Signed) T. J. FLETCHER, *Auditor.*

(Endorsed:) Earnings & disbursements, May, 1873. Exhibit D.

2323 STATE OF NEW YORK,
City and County of New York, ss:

Edward W. B. Canning, of the city of New York, being duly sworn, doth depose and say, that he is the lawful holder and owner of five bonds of one thousand dollars each, numbers 2294, 2295, 2296, 2297 and 2298, of the Central Railroad Company of Iowa, and also of five certificates of scrip issued by said company for unpaid coupons or interest warrants on said past due and unpaid bonds, being for principal and interest up to July 15th, 1875.

He further saith that he has made demand of payment of said bonds and of said scrip at the office of the said company in this city, from the proper person in charge of said office, and who had charge of the 2324 payment of said bonds and scrip when funds were provided for that purpose by said company, and that said payment was refused for want of funds for that purpose, and that said bonds and scrip still remain past due and unpaid.

(S'g'd) E. W. B. CANNING.

Subscribed and sworn to before me this 21st day of July, A. D. 1874.

[SEAL.] A. R. RODGERS,
Notary Public.

E. W. B. Canning.

2325 (Endorsed:) A. V. Lynde et al. v. Cent. R. R. of Iowa. Affidavit of Edw'd W. B. Canning.

Received a copy of within affidavit this 31 day of July, 1874.

BROWN AND SEARS,
Def'ts Att'y.

Affidavit of Edward W. B. Canning.

2326 I, George W. Trowbridge, of Stoneham, in the county of Middlesex and commonwealth of Massachusetts, on oath depose and say that on the first day of July, A. D. 1874, I went to the office of the Farmers' Loan and Trust Company in the city of New York, and saw Rollstone, the treasurer of said Loan and Trust Company; presented to him three interest coupons of two and 40-100 dollars of the Central Railroad of Iowa, payable in gold coin on said first day of July, 1874, to the bearer thereof. Said coupons were numbered 1496, 1497, 1498, and being semi-annual interest on scrip and each coupon signed A. L. Hatch, treasurer, and demanded payment of said coupons or said Rollstone and of said Farmers' Loan and Trust Company, 2327 which he refused to pay, saying he had no funds wherewith to pay the same; he then directed me to go to the office of A. L. Hatch, 32 Pine street, New York, to ascertain about the payment of the same; that on the same day I went to said 32 Pine street, saw said Hatch and demanded payment of said coupons of him; that he declined and refused to pay the same, saying he had no funds; that said coupons are not paid nor any portion of same.

(S'g'd) G. W. TROWBRIDGE.

DIST. OF MASS, *ss:*

On this 20th day of July, 1874, personally appeared the above G. W. Trowbridge and made oath that the foregoing statements subscribed by him were true.

Before me.

[SEAL.] WINSLOW WARREN,
U. S. Comm'r.

(Enclosed:) A. V. Lynde et al. v. Cent. R. R. of Iowa. Affidavit of Geo. W. Trowbridge.

Received a copy of within affidavit this 31st day of July, 1874.

BROWN AND SEARS,
Def'ts Att'y.

2328 THE STATE OF IOWA, *ss:*

I, C. C. Gilman, being duly sworn, depose and say that I am acquainted with the capacity, power, and finish of the certain four (4) locomotive engines now leased to and in use on the Central Railroad of Iowa, Nos. 13, 14, 21, and 22, named Advance, Volunteer, Pickering, and Russell; that I know the value of such engines, and that the two former of said engines—Nos. 13 and 14—are worth in good repair no more than the sum of $7,000 each, and the two latter—Nos. 21 and 22—are worth in a state of good repair not more than the sum of $10,000.00 each, said prices being the market value and ordinary prices of such engines at the works, at the present time.

I further state that I am acquainted with the usefulness of 2329 such engines upon our ordinary Western railroads, such as the Central Railroad of Iowa, and that the two latter engines are not so good for use upon said railroad as the two former named locomotives. I further state that I am acquainted with the value of the yearly rental of the said locomotives upon said railroad, and that the same should not be more than sixteen per cent. upon the value of said engines.

I further depose and say that on divers days from July 3d, 1874, to July 15th, 1874, inclusive, I was present in the office and place of business of the Central Railroad Company of Iowa, at No. 32 Pine street, New York City, and while there saw divers parties who were owners of scrip coupons of interest due according to the contract of exten- 2330 sion and funding entered into by the first-mortgage bondholders with the said railroad company as proposed in their circular of June 10th, 1873, present their said scrip coupons and demand payment thereof; that payment of the same was then and there by said company refused, and that A. L. Hatch, a director of said company, then and there informed the parties so demanding payment that he had been informed by the president of said railroad company that there were no funds to pay said scrip coupons, and that he had been instructed by the president of said company to inform coupon holders that no funds had been provided to pay the interest on their scrip coupons. I further state that the amount of scrip coupons then due was only about $16,000.

2331 I further depose and say that John S. Gilman and Horace Abbott of Baltimore, and Isaac M. Cate of Boston, are nearly related to each other by marriage, and are now and for nearly two years have been directors of said company, and are the holders and owners of the major portion of the floating indebtedness of said railroad company which is now unsecured. Also that D. N. Pickering, present general superintendent of said company, and manager of its affairs in this State, and who has acted in that capacity for the eighteen months last past, has been at divers periods previous to said time engaged in various business operations with the said John S. Gilman, Horace Abbott, and I. M. Cate, either as a paid agent or a partner.

2332 I further depose and say that I formerly acted as president and general sup't of said railroad company; that I am conversant with the usual method of the distribution of accounts as practiced by railroad companies; that I have examined the statement of receipts and disbursements made by I. M. Cate, pres't, for 1873, dated M'ch 10th, 1874, attached thereto, and marked "A"; that the gross earnings for *for* said year 1873, as reported in said statement, amounted in the aggregate to $41,051½ more than the amount sworn to by D. N. Pickering, gen'l sup't, W'm H. Servers, vice-pres't, and Cha's C. Gilman, chief eng., in their report to sec. of state of the earnings of the same year;
also that the earnings thus reported and sworn to by said Picker-
2333 ering, amounted in gross to a sum less than $2,000, over and
above the earnings of the previous year, as sworn to by said Pickering and others. That the distribution of accounts as made in said circular of March 10th, 1874, includes as new construction and extraordinary repairs the sum of $43,496, while the same should have been charged to ordinary repairs and operating expenses,—the items being for new ties, and repairs of bridges and culverts.

(S'g'd) C. C. GILMAN.

THE STATE OF IOWA,
Hardin County:

Subscribed and sworn to in my presence and before me, by the above-named C. C. Gilman, July 22nd, A. D. 1874.

[SEAL.] E. W. EASTMAN,
Notary Public in and for Hardin Co., Iowa.

2334 (Endorsed:) A. V. Lynde et al. vs. Cent. R. R. Co. of Iowa. Affidavit of C. C. Gilman.

Received a copy of the within affidavit this 30th day of July, 1874.

BROWN AND SEARS,
Def't's Att'y.

2335 CENTRAL RAILROAD COMPANY OF IOWA,
Marshalltown, Iowa, March 10, 1874.

To the stock and bond holders of the Central Railroad Company of Iowa:

The books of this company at the West, referring to transactions of former years, are indistinct, and accurate information of what has been done cannot be ascertained; nor can an authentic statement of earnings and operating expenses for 1872 be produced for comparison with 1873.

Nothing in the possession of this company corroborates the printed report of 1871, either with respect to the earnings and operating expenses or financial condition of the company at that time.

After a careful consideration of the figures found referring to earnings of 1872, it does not appear that they could have exceeded $500,000 or $525,000 at the outside.

It appears that the earnings from 1873 were, from freight, $500,420.66; passengers, $140,182.73; mail, $9,500.75; express, $6,000; total, $656,104.14. Operating expenses (including $16,280 paid for shovelling snow in January, February, and March, 1873), less material on hand, $19,147, were $516,215; leaving a surplus of $139,889, which has been disposed of as follows:

New construction, including 40,000 new ties put into the road, and reconstruction of bridges and culverts, $43,496; gravel pits and water rights, $782; right of way, $1,542; interest on loans on bonds hypothecated at several banks in New York, $10,751.40; interest on car debt, $7.338.87; taxes for 1872, $20,059.55; lien due for materials used in the construction of the round-house, $5,388; Mowry Car Company, on account of car debt, $30,235.99; Missouri Car Company, on account of same, $16,500; Haskell & Barker Car Company, on account of same, $1,000; John L. Dodge, on account of loan, $2,100; total, $139,193.81.

In consequence of the urgent demands for money in other directions, the company is yet largely in debt to the men. They are, however, in sympathy with the conduct of its affairs, and are showing great forbearance.

It seems that the passenger department had previously been in reliable hands, and there is authority for saying the increase in that business, over 1872, has been $7,228.

The heavy snows and blustering weather of January, February, and a part of March, blocked the road, largely increased the expenses, reduced and for several weeks stopped wholly the earnings, causing a loss of $48,000.

From the shippers it is ascertained that 55,000 tons of coal were sent over the road in 1872, and 82,000 tons have been moved in 1873, an increase of 27,000 tons, or 50 per cent.

The burdensone contract, allowing 25 cents per ton drawback to the company formed for developing a large coal business on the road, has been changed to 10 cents per ton.

Increasing business, during August and September, led to contracting for the lease of 200 additional cars, which the panic made unnecessary, and that number of cars has been standing idle most of the time since their delivery. They will be needed to do the work of 1874.

Four new locomotives have been provided for the company's use.

Provisional arrangements to complete the north end of the line to another connection, which would open fresh demand for coal, the panic ended for a time.

The 32,000 acres wild lands, donated by Worth County as a consideration for the building of the last 22 miles of road, terminating in the north, at Northwood, have not yet been found. Diligent search has been and is yet to be made, with hope of locating them.

At the resignation of the former executive there had been two years' constant use of the locomotives, with the least possible repair, which had taken out the first and best wear. Large expenditure, namely, $46,684.42, has been necessary upon them this year. One locomotive was found almost wholly dismantled, standing where it had been placed in the shop, fourteen months before, and cost to be put in order $4,262.

At the beginning of the year, wrecked cars filled the side tracks near the shops. The outlay upon cars this year has been $29,180. These items make the operating expenses for this year disproportionately large.

The rolling stock is now in generally good repair.

After two years' use 40,000 new ties, at a cost, including putting into the road, of $21,000, have, during the year, replaced those decayed, and 80,000 more should, the coming year, replace others equally bad—60,000 of which have already been contracted for. The expense on track has also been large.

A large majority of the bondholders have sent in their coupons for two years, to be held in trust by the Farmers' Loan and Trust Company for five years.

Of the floating indebtedness not yet agreed to be funded into preferred stock is an aggregate sum of something over $100,000.

Threats having been made to force the company to make preferences of payments, the road-bed and franchise in danger of sale and passing from the company on execution, unless the same was paid, the
2335½ advice of counsel was for Horace Abbott, John S. Gilman, and
Isaac M. Cate to obtain judgments for $200,000, to stand in front of a preference being got by any creditor; the same has been done for the protection of the company and its bondholders, and for no other purpose.

The following resolution, in relation to these judgments, passed the board of directors:

Whereas, the action of the following directors, namely, Horace Abbott, John S. Gilman, and Isaac M. Tate, in obtaining judgments against this company in January last, was for the protection of all bondholders, creditors, and stockholders, and has been misrepresented and misconstrued:

Resolved, That the president is hereby requested to have such judgments vacated at the earliest practicable moment, and give such proper publicity to the fact as shall reach the largest number of parties interested.

The board of directors voted a salary of $10,000 per annum to Mr. C. C. Gilman, the former president of the road, but there seems to be a sum of at least $28,000, not covered by his salary, properly chargeable to him, and unaccounted for.

It could not at once be seen with certainty where changes were needed, and the uncertainty with respect to accounts continued into a portion of 1873. But nine months of 1873 came under the new management, and during the first three of those it was difficult to ascertain definitely upon what basis the road was working, because there were no reliable original entries found in the books, and all important letters pertaining to the road had gone from the office with the departure of the previous president and superintendent.

The cost of operating the road this year does not fairly represent the probable cost of future years when the road and equipment are in better condition—operating expenses will not increase in the same proportion with the natural enlargement of earnings from year to year.

At no time have this company's relations with any of the connecting roads been more friendly than at present. A good understanding has also been established with one of the trunk lines crossing it, which before had rejected all intercourse with this company, while more important has been the change in the relations of this company with the Milwaukee & S't Paul Railway, at the north end, and the S't Louis, Kansas City & Northern Railway at the south. By the open and steady policy adopted by this company the interchange of business has become more free and rates more favorable. For the first time in this company's existence, through passenger trains, with Pullman car attached, have unbroken connection with S't Louis and S't Paul over this road. This has been brought about by the friendly acts of those two roads.

It was never expected that the earnings of the road alone would enable the company to resume the entire interest on its bonded debt, at the time indicated by the circular of June 10th last. The road has always had and still has able and willing friends in its stockholders. The time asked of and now substantially granted by the bondholders, was to be used in improving the condition of the road with its surplus earnings, and establishing a natural and fixed business on which to go before its friends again for assistance in the completion of its plans. To that end four new locomotives were put upon the road by Messrs. Thomas Kensett, Horace Abbott, John S. Gilman, and Isaac M. Cate, for its use. They were needed, and have served to give opportunity to put in good working condition the locomotives so much in need of repair. Although a price was fixed for their use, as yet the company has not been asked for a payment thereon or for their use.

The executive department of this company is conducted with the utmost economy, only the superintendent receiving a salary. Legal expenses have been large, owing to vexatious suits against the company. More especially to be mentioned are four suits brought by Mr. H. J. Boardman, of Boston, and his cousin, Mr. H. E. J. Boardman, of Marshalltown, Iowa. They were the immediate cause for obtaining the judgments against this company above referred to. The suit of Mr. Boardman of Iowa has been amicably disposed of; Mr. Boardman of Boston is again urging his suit against the company.

The cost of operating the road in 1873—including extraordinary expenses—was 78 per cent. Had there been earnings from 52 weeks, the cost would have been 73 per cent. With the probable increase in earnings the cost of operation is likely to fall to 60 per cent.

The increase of earnings of 1873 over 1872 was not less than 24 per cent., and with earnings from 52 weeks the increase would have been 34 per cent., and this, too, with the financial panic checking the earnings of the best months of the year.

Estimates of earnings of the road made early in 1873 were based upon the supposed genuineness of representations with respect to the earnings of 1871 and 1872.

The surplus earnings of 1873 were, in round numbers, 40 per cent. of the interest on the first and second mortgage bonds outstanding on 231 miles of road, and but for the unprecedented snow blockade, with 52 weeks' earnings, they would have been 50 per cent., which is equal to 4½ per cent. on the first mortgage bonds, while there are but 164 miles of road profitable for use.

The condition and prospects of the company are more cheering than at any time hitherto. The country through which the road runs is prosperous and growing rich each year. The development of business will be in proportion to the growth of the country, and the accumulation of interest upon the bonded debt will not be out of proportion with the increase in value of the company's property.

By order of the directors,

ISAAC M. CATE,
President.

(Here follows map, marked page 2335½.)

2336 I, Alonzo V. Lynde, of Boston, in the commonwealth of Massachusetts, on oath depose and say that I, this second day of April, A. D. 1874, called on R. F. Rollston, president of the Farmers' Loan and Trust Company of the city, county and State of New York, at 12 o'clock noon, and stated to him that I, as an individual owner, and for and in behalf of the committee of the bondholders of the Central Railroad Company of Iowa, requested the said company to commence legal proceedings to foreclose the mortgages on said railroad, and for permission to use the name of said trust company in enforcing said foreclosure; that I had the written request of over three hundred thousand dollars of the funded and unfunded
2337 bondholders; that he replied that a majority of the bondholders had funded their coupons, and that no proceedings could be taken by said trust company until a breach was made in the non-payment of interest on the coupons; that as soon as there was a breach, upon proper indemnification the company would foreclose; that I informed said Rallston that the *f*inding of coupons was done under a false and fraudulent representation, and was not binding upon parties; that the bondholders wished to proceed at once to foreclose in the name of the trust company, and the committee were ready to indemnify the trust company
2338 against costs and expenses; that said Rallston replied that the trust company could not do this as the mortgage was peculiarly drawn, and whether the act of funding could be set aside he did not know; and he further stated to me that if the funded interest on the coupons was not paid at maturity the trust company, upon indemnification, would proceed to foreclosure at once.

(S'g'd) A. V. LYNDE.

MIDDLESEX, *April 8th*, 1874.

Then personally appeared the above-named Alonzo V. Lynde, and made oath that the foregoing statements by him subscribed are true. Before me.

(Signed) E. W. EATON,
Justice of the Peace.

2339 STATE OF NEW YORK,
City and County of New York, ss:

Asa L. Hatch, of Long Island City, being duly sworn, deposes and says that he acted as treasurer of the Central Railroad Company of Iowa for the term of nearly two years, that is to say, from May 27th, 1872, to April 24th, 1874. That his duties were for the most part performed in the city of New York; that in this capacity he never had any control or direction of the company's affairs in Iowa, nor was he ever asked or required to give any bond as treasurer, and that although he, this deponent, repeatedly demanded, both personally and by letter, from
2340 the president and the general superintendent of said company,

statements of the disbursements thereof, he never succeeded while acting as treasurer in obtaining any information whatever in respect to the earnings or disbursements of the road or the financial status of the company, except those furnished periodically to the directors.

(S'g'd) ASA L. HATCH.

Sworn to and subscribed before me this 18th day of July, 1874.
Witness my hand and notarial seal.
[SEAL.] A. R. RODGERS,
Notary.

CITY, COUNTY, AND STATE OF NEW YORK, *ss:*

2341 I, John H. Taylor, being duly sworn, depose and say, that by profession I am a bookkeeper and as such am employed at present at 141 Broadway, New York City; that from the first day of January, 1872, till June 14, 1873, I was in the employ of A. L. Hatch, treasurer of the Central Railroad Company of Iowa, at their office, in 32 Pine st., N. York City, in the capacity of bookkeeper and cashier, and that I had full knowledge of the business affairs of said company in this department.

2342 I further state from my own knowledge that while I was thus employed within the time mentioned, as well as at a previous period, the exact limits of which I cannot exactly give, that three million and seven hundred thousand dollars ($3,700,000) of the first-mortgage bonds and between eight and nine hundred thousand dollars par value of the second-mortgage bonds of the Central R. R. Co. of Iowa were sold to the public by them, or through agents selected by them for that purpose, and that on the 15th days of January and July, 1873, and to best of my knowledge on January 15th, 1874, the semi-annual interest accruing on said first-mortgage bonds on said days, and also the semi-annual interest due on the 2d mortgage bonds Apr. 15th, and, to best of my knowledge, on Oct. 15th, 1873, & Apr. 15th, 1874, payment was refused by said Central Railroad Co. of Iowa, at their office, 32 Pine st., New York City, and to the best of my knowledge these interest-coupons maturing on the day above named

2343 still remain unpaid and uncancelled and a lien upon the property and franchises of the company. I further testify that an issue of 3d-mortgage bonds to the extent of one million four hundred thousand dollars ($1,400,000) was authorized by said company about the 15th day of May, 1872; that said bonds were never sold to the public, though nearly one-half of the amount of said issue was hypothecated as security with divers individuals and corporations for loans of money and purchases of material and equipment, by said company, and that no interest-coupons on said 3d-mortgage bond' have been paid. I

2344 further depose and say from recollection, verified by reference to the said company's book, that on the 8th day of May, 1872, a certain draft of ten thousand dollars ($10,000) in amount was executed by A. L. Hatch, agent of the said company, upon I. M. Cate, of Boston, being due and payable fifteen days after sight, and that said paper was paid by the said Cate at maturity. Also, that the above-described draft was the only paper executed by the company, through its officers and agents, to I. M. Cate, or any other party, from April 26th, 1872, to May 23rd, 1872, inclusive, with the exception only of a draft at sight, made by A. L. Hatch, agent, May 4th, 1872.

2345 I further testify that on the first day of June, 1872, C. C. Gilman, pres'd't of the Central Railroad Co. of Iowa, executed and issued to the said I. M. Cate a certain note of ($10,000) ten thousand dollars, due and payable to the order of said Cate in three months after date, for the purpose of reimbursing the said Cate for money advanced the company by paying the said draft of ten thousand dollars, dated May 8th, 1872, at maturity. And that said note of ten thousand dollars, given by said Gilman, pr's'd't, June, '72, became due September 4th and was paid by the company on that date.

(S'g'd) JOHN H. TAYLOR.

2346 Subscribed and sworn to this 13th day of July, A. D. 1874, before me

Witness my hand and notarial seal.

[SEAL.] A. R. RODGERS,
Notary Public.

STATE OF NEW YORK,
City and County of New York, ss:

Bodine, of the city of New York, being duly sworn, deposes and says that he has read the foregoing affidavit of John H. Taylor, and knows the contents thereof, and that the same is true to the best of the knowledge and belief of this deponent. He further saith that he employed as an assistant bookkeeper in the office of the Central Railroad
2347 Company of Iowa, and that since he has read the annexed affidavit he has made such an examination of the account and materials referred to by said John H. Taylor as enables him to confirm his statements in all respects.

Subscribed and sworn to this day of July, A. D. 1874, before me.

[SEAL.] A. R. RODGERS,
Notary Public.

(In pencil:) Bodine sick and could not come down to sign.

I, Samuel N. Fuller, being duly sworn, do depose and say that I am a resident of Chelsea, Mass.; do business at 2 State st., Boston, Mass., as a member of the firm of C. E. Fuller & Co., bankers;
2348 that the circular appended and marked "A," signed by Isaac M. Cate, president, and dated June 10, 1873, is one of a great number furnished to us by I. M. Cate, president, for distribution among the bondholders of the Central R. R. of Iowa; that to my own knowledge, in consequence of the statements contained therein, and of the extensive circulation of said circular itself, very many holders of bonds were induced to comply with the recommendations contained therein and gave up possession of their coupons past due and unpaid, as well as those maturing several years in the future; further, that I was
2349 present at a meeting of the bondholders of the Central R. R. of Iowa, held at Mironion Hall, February 19th, 1874; that I saw a call for said meeting in one of the Boston daily papers, of about that date; that upon a vote being called by the chairman of said meeting as to the acceptance and adoption of the committee's report, also attached hereto and marked "B," disaffirming previous action of the bondholders in funding their coupons in manner recommended in said circular of June 10, 1873, it was voted to so accept and adopt said report of the committee.

[SEAL.] (S'g'd) S. N. FULLER.

REC. 175—54

STATE OF MASSACHUSETTS,
County of Suffolk, City of Boston, ss:

2350 Personally appeared S. N. Fuller, to me well known, and made oath to the foregoing instrument.

Witness my hand and seal, this 13th day of July, 1874.

[SEAL.] A. B. COOPER,
Notary Public.

A.

CENTRAL RAILROAD COMPANY OF IOWA,
32 Pine Street, New York, June 10, 1873.

To the bondholders of the Central Railroad Co. of Iowa:

The stockholders who assisted, with money, in the construction of this road did not contemplate undertaking either the management or operation of it, but only to aid the projector, builder (and executive till March last), until he should find a strong railway corporation that
2351 would lease the road and guarantee to the bondholders their interest. In this they have been disappointed. While waiting for the fulfilment of their expectations, an energetic effort to develop the traffic of the road was not made, nor were its means spent with the same economy which will hereafter be exercised. The floating indebtedness has become $950,000. More than half this sum, namely, $524,000, has been advanced to meet the interest maturing on the bonded indebtedness during the past two years; $155,000 is due for cars which the road holds under contract, to become its property when paid for, but otherwise to revert to the builders, and the builders are now demanding an immediate decision as to what will be done;
2352 $88,500 is due to operatives; $30,000 on overdue State and county taxes; $28,000 for coal and drawbacks; balance for locomotives, rolling-stock, and materials used in the equipment and operation of the road the payments for which have been deferred from time to time.

The stockholders did not make any profit in the construction of this road; on the contrary they have paid for their stock at the rate of $5,000 to the mile of road built, besides the sum advanced for interest on the bonded indebtedness during the last two years. The January interest of this year, although mostly provided for, was not paid
2353 by the railroad company, but the money to take up the coupons was furnished by individuals who now hold them as a first lien upon the road, along with the first-mortgage bondholders. The interest due in April last on $4,000 to the mile of second mortgage or equipment bonds was passed. The money for the coming July interest cannot be obtained. More motive power and rolling-stock are needed for handling the business offering; additional machine shops and tools will be required to keep the rolling-stock and locomotives in repair. Paying the interest on the bonded indebtedness alone will not develop the
2354 strength and ability of the road to maintain itself and pay its interest hereafter, but additional motive power, rolling-stock, machine shops, and tools will give the means for doing the business the road was built to do, and also become an additional pledge to the bondholders.

The earnings of 1872 were about $600,000, which was less than the cost of management. It is estimated by the present managers, that with adequate equipment, the earnings of 1873 can be carried to between $800,000 and $900,000, while the expense of operating will not

exceed 60 or 65 per cent. of that sum at the outside, and that the road
will go on increasing its earnings from year to year. Already
2355 the earnings during the spring months are largely over the corresponding
months of last year, while the cost of management
has been reduced at the rate of $90,000 per annum.

The following is a comparative statement of earnings and expenses for 1872 and 1873, namely:

1872.			
March.	Earnings	$42,301	
	Expenses		$42,750
April.	Earnings	$12,405	
	Expenses		$49,752
May.	Earnings	$38,388	
	Expenses		$48,402
		$123,094	$140,904
1873.			
March.	Earnings	$63,288	
	Expenses		$43,358
April.	Earnings	$55,709	
	Expenses		$38,715
May.	Earnings	$52,000	
	Expenses		$37,000
		$170,997	$119,073

This shows an increase of earnings of 35 per cent., and a re-
2355 duction of 16 per cent. in expenses; or a net increase of $70,000
over last year; and these three months are always the lightest
of the year.

Circular June 10, 1873.

It will cost $350,000 to suitably equip the road for business, and $350,000 more to furnish the line.

Although 200 miles of road have been built, 36 miles of that distance are not available without the construction of 31 miles more; so that out of a line of 231 miles, on which the interest on bonds is maturing from year to year, only 164 miles are available for profitable use.

There are issued $3,700,000 first-mortgage bonds and $925,000 second-
mortgage or equipment bonds, the annual interest on which, at
2357 7 per cent., gold, is $323,750, gold.

In order to obtain means for equipping and furnishing this road
it is necessary to ask the bondholders to extend the interest coming
due during two years until January 1, 1879; the coupons for these two
years' interest to be placed with the Farmers' Loan and Trust Co. at
New York City in trust, that company being the trustee for the bondholders,
and scrip for their amounts, payable January 1, 1879, with interest
at 7 per cent., gold, payable semi-annually, to be given therefor,
interest to be added to January 1, 1874, on coupons due April, July, and
October, 1873, and deducted from those coming due after that date up
to, and inclusive of, January 15th, 1875; conditions of trust to
2358 be that should the Central Railroad Co. of Iowa fail to perform
its obligation to pay the interest semi-annually, and principal at
maturity, then the holders of the scrip shall have their coupons returned

to them, with the right to proceed against the company the same as if no trust had been made.

The extension of the two years' interest having been obtained in the manner proposed above, the company will then issue preferred stock to take up the present floating indebtedness, including the surrender of the coupons of January, 1873, already passed, and to obtain money for further equipment and laying the iron on thirty-one more miles,
2359 the most of which is already graded. Conditional subscriptions
sufficient to take up most of this indebtedness and all the coupons have already been obtained. Provisional contracts for five new locomotives have been made, and steps will be taken to obtain an additional supply of cars for this year's business.

Address the Farmers' Loan and Trust Co., at New York, for an exchange of coupons for scrip, and the earlier the exchange is made the earlier will definite progress be made in equipping and providing for carrying out present plans for preparing the road to do the busi-
2360 ness offering, and thus strengthening the confidence of those who
are now willing to assist in bringing the company out of its present embarrassments. The doing of this is dependent upon your affirmative action upon the plan presented.

In making the above statement of the present difficulties of the road, it may without impropriety be said that there are but few railroads at the West that have not been similarly situated, and the many that were are to-day among the best paying lines.

(S'g'd) ISAAC M. CATE,
President.
(") HORACE ABBOTT,
(") JOHN S. GILMAN,
(") F. W. H. SHEFFIELD,
(") A. L. HATCH,
Committee of Directors.

2361 GENERAL RAILROAD COMPANY OF IOWA NO .

This certificate witnesseth: That whereas bondholder No. has, at the request of the Central Railroad Company of Iowa, this day placed in the custody of the Farmers' Loan and Trust Company of New York City the coupons from July 15th, 1873, to January 15, 1875, inclusive of bond No. , for $1,000, of the first-mortgage bonds of said railroad company, upon the agreement that the title to said coupons shall remain in him, and those who may hereafter become the holders of this certificate, and that the said Loan and Trust Company, as the agent of such bond-
2362 holder, shall retain the custody of the said coupons and that the
said railroad company shall be exempted from demand upon the same, provided it shall pay the sum of one hundred and thirty-seven dollars $\frac{14}{100}$ in gold, on or before the first day of January, A. D. 1879, to the person presenting this certificate at the office of said railroad company in the city of New York, and interest meanwhile at the rate of seven per cent. per annum on the said sum of one hundred and thirty-seven dollars $\frac{14}{100}$ in gold semi-annually to the person presenting each scrip coupon hereto attached when payable at said office; but that if de-
2363 fault shall be made at any time in the payment of said principal
sum, or the interest thereon, at the times and in the manner mentioned herein, the bearer of this certificate shall be entitled to receive from the said Loan and Trust Company the original coupons placed in its custody, leaving this certificate, with any scrip coupons thereto at-

tached and unpaid, as a voucher therefor, and to pursue his remedy upon the said original coupons; and that on payment of said principal sum and interest as aforesaid, the said railroad company shall be entitled to this certificate, with its scrip coupons, and also to receive from said Loan and Trust Company the said original coupons.

2364 Now the Central Railroad Company of Iowa, hereby covenants and agree sthat it will pay the bearer of this certificate, on presentation at its said office, on the first day of January, A. D. 1879, the said principal sum of one hundred thirty-seven dollars $\frac{14}{100}$, and meanwhile interest as aforesaid on presentation of said scrip coupons.

In testimony whereof the president and secretary of said Central Railroad Company of Iowa have hereto subscribed their names and caused corporate seal of said company to be affixed by its authority this fifteenth day of June A. D. eighteen hundred and seventy-
2365 three.

President.

Secretary.

The certificate for the holders of first-mortgage bonds of $500 each will be for $68.57.

The certificate for the holders of second-mortgage bonds, all of which are for $1,000 each, will be like the above, except that the amount will be $139.66 instead of $137.14, and that it will include the coupons from April 15, 1873, to October 15, 1874, inclusive.

(Indorsed:) A. V. Lynde and others vs. The Central R. R. of Iowa. Affidavits of Jno. H. Taylor and S. U. Fuller, A. L. Hatch.

Received a copy of the within affidavits of A. V. Lynde, Jno. H. Taylor, S. U. Fuller, and A. L. Hatch this 30th day of July, 1874.

BROWN & SEARL,
Def't's Atty.

JOHN A. SHAW, ESQ.,
Milton, Mass.

2366 *Original.*

U. S. c't court, I'a.

A. V. LYNDE ET AL.
vs.
THE C. R. R. CO. OF I'A.

I, Cha's C. Gilman, depose and say that I am 41 years of age, and am a citizen of Eldora, Hardin County, Iowa. That I acted as president and general superintendent of the Central Railroad Company of Iowa from its organization, to wit, June, 1870, to and until Ap'l 5th, 1873, and that I am the largest individual shareholder in said co. That in consequence of the position thus held, I was perfectly familiar and conversant with the affairs of said company up to the time last named, to wit, Ap'l 5th, 1873, and that since that time I have been put in
2367 possession of such information and facts as warrants me in stating that the property involved under the above name and style is rapidly depreciating in value under the present management.

I further depose and say that the present indebtedness of the road approximates closely to the following figures:

1st-m't'g' bonds, gold	$3,700,000
Past-due and unpaid int., gold, on same	518,000
2nd-m't'g' bonds, gold	925,000
Past-due & unpaid int., gold, on same	111,000
3rd-m't'g' bonds, gold	1,400,000
Past-due and unpaid int., gold, say, on same	100,000

Stating further in explanation that said m't'g' bonds have never been
sold or disposed of to the public; but have been, to the extent of about
½ of the amount above named, hypothecated as security for the
2368 floating debt of the company hereafter named, and that the floating debt of the company, outside of the accumulated and unpaid
interest above named, amounts to about $500,000. Also that an additional debt has been incurred on the part of the company in the purchase of 100 cars of the Mowry Car and Wheel Works of Cin., O., amounting, principal and interest, to about $110,000, upon which about ⅓ has
been paid. That 50 cars have been purchased of the Missouri Car and
Foundry Co. of S't Louis, Mo., amounting, principal and interest, to
about $50,000, upon which $16,000 has been paid. Also a purchase of
passenger and mail cars of the Haskel and Barker Car Co. of
2369 Mich. City, Ind., principal and interest amounting to about
$12,000.00, upon which $3,000 has been paid. Upon the car purchases severally above named a mechanic's lien has been given as security for the payment of the debt, and in the case of the Mowry Car and Wheel Works 3rd-m't'g' bonds, in addition to the lien, has been given as collateral, at the rate of 65 c'ts on the dollar.

I further depose and say that the gross and net earnings of the said C. R. R. Co. of Iowa, for the years 1871, 1872, and 1873, as sworn to by the proper officers of the company before the sec't'y of state of Iowa, was as follows:

1871, gross earnings	$418,790 12
Op. expenses & repairs	$342,926 44
2370 Net earnings	65,863 68
1872, gross earnings	$649,874 36
Op. expenses and repairs	532,498 43
Net earnings	117,375 93

Net earnings, $126,872.02.

And further that I have seen the reports made by the proper officers of the company for Jan'y, Feb'y, M'ch, and Ap'l, 1874, and the net result is less than for the same months of the previous year.

I further depose and say that I know the company to be indebted to its employees to the extent of $80,000, and that there is imminent danger of a seizure of the company's property by them as a security for the debt due.

2371 I further depose and say that I am acquainted with the value of said property, and should it be sold to-day at its highest cash value it would not, to the best of my belief, bring a sum exceeding $2,000,000.

I further depose and say that a portion of the present managers and directors of the company have obtained judgments against it to the extent of $190,000.

(S'g'd) C. C. GILMAN.

Subscribed and sworn to before me and in my presence by C. C. Gilman, this 30 day of July, A. D. 1874, as witness my hand officially.

H. P. WILLIAMS,
Justice of the Peace.

STATE OF IOWA,
Marshall County, *ss:*

2372 I, E. R. Jones, clerk of the district court for the 11 judicial district and county of Marshall aforesaid, do hereby certify that H. P. Williams, before whom the annexed acknowledgement was taken, was at the date thereof and now is an acting justice of the peace within and for said county, duly commissioned and qualified to act as such, and that all his official acts are entitled to full faith and credit; that the annexed acknowledgement is duly executed and acknowledged according to the laws of said State; that I am well acquainted with the signature of said H. P. Williams, and believe the one subscribed to the annexed instrument, and purporting to be his, to be genuine.

2373 In testimony whereof I have hereunto subscribed my name and affixed the official seal of said district court, at my office in Marshalltown, this 30th day of July, A. D. 1874.

[SEAL.] (Signed) E. R. JONES, *Clerk.*

(Endorsed:) A. V. Lynde et al. vs. Cent. R. R. of Iowa. Affidavit of C. C. Gilman.

Received a copy of the within affidavit this 30th day of July, 1874.

BROWN AND SEARS,
Def'ts' Att'y.

In the circuit court of the United States, district of Iowa.

STATE OF IOWA,
Marshall County, *ss:*

A. V. LYNDE ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA. }

2374 T. J. FLETCHER, being first duly sworn, deposes as follows:

Int. 1. Where do you reside?

Ans. Marshalltown, Marshall County, Iowa.

Int. 2. In what position are you employed by the Central Railroad Company of Iowa, and how?

Ans. Auditor, since May 1st, 1873.

Int. 3. Please state your duties as auditor.

Ans. To take charge of the general accounts and books of the company and examine bill and station agents' accounts.

Int. 4. Do you keep books for that purpose?

Ans. Yes.

2375 Int. 5. Are you in the habit of obtaining monthly balances from your books?

Ans. Yes.

Int. 6. Will your books balance? If not, please state in what amount they will fail to do so.

Ans. The books balance.

Int. 7. Do you mean they balance so far as the operations of the company are concerned since its inception, or only so far as concerns the operation of the company during your term of office?

Ans. Only during my term of office.

Int. 8. Did they balance at the time you took possession of the books and accounts?

Ans. They did not.

2376 Int. 9. State as nearly as you can the amount due on the pay-rolls to the employees of the company.

The balance of the pay-roll account on the first of July, 1874, due to employees, including orders given by them to merchants and others, amounted to between eighty-five and ninety thousand dollars, which does not include ("acceptances") as near as I can recollect.

Int. 10. State as nearly as you can the amount of the outstanding notes and acceptances which have been issued at their office in Marshalltown during the last six months.

Ans. I can't give any answer that will approach accuracy without examining the books.

2377 Int. 11. Have these notes or acceptances been given for labor or material or both?

Ans. They have been given for both.

(S'g'd) T. J. FLETCHER.

Subscribed and sworn to before me and in my presence by the said T. J. Fletcher this 31st July, A. D. 1874, as witness my hand and seal notarial.

[SEAL.] B. L. BURRITT,
Notary Public, Marshall Co., I'a.

(Indorsed:) Aff't, T. J. Fletcher.

Received a copy hereof, July 31, '74, at my residence, at half past 9 o'clock in the evening.

BROWN AND SEARS,
Per BROWN,
Def'ts' Att'y.

2378 In the circuit court of the United States, district of Iowa.

A. V. LYNDE & CO.
vs.
CENTRAL RAILROAD COMPANY OF IOWA.

D. N. PICKERING, being produced and sworn, testified as follows:

Int. 1. Are you acting as gen'l sup't of C. C. R. Co. of Iowa, and for how long?

Ans. I am; from December 1st, 1872, or Jan'y 1st, 1873, to the present time. Was appointed and notified by a note of the board of directors, but signed myself general superintendent only from Jan'y 1st, 1873; previous to that date, as assis't general sup't.

2379 Int. What remuneration per year do you receive for services?

Ans. Six thousand dollars, voluntarily fixed on the part of the board of directors.

Int. 3. Are you familiar with names and places of residence of the members of board of directors and officers of said company?

Ans. I am of the most of them, but not all. I know the names of all, but not the place of residence.

Int. 4. Who is the present treasurer of the company, and his residence?

Ans. I can't say wheth' M'r G. E. Taintor, of New York, is treasurer or not. He is transfer agent, and the books of the co. that
2380 are kept in New York are kept at his office, No. 20 Broad st., New York City. I am the assistant treasurer, resident in Iowa, and was appointed to that office by the board of directors, and notice to me of the ap't to that office. I reside at Marshalltown, Iowa.

Int. 5. Wheth' officers of the company located at Marshalltown sign bills of exchange, notes, acceptances, or other evidences of indebtedness?

Ans. The general superintendent and assistant treasurer.

Int. If your answer is yourself, please give the form of time-paper given to employees, showing the signatures as endorsed thereon.

2381 Ans. The employees have been from time to time authorized by me to draw on the company for whatever sum it was agreed upon that they might draw for. Such drafts, when made, were accepted in form following:

"Central R. R. of Iowa, by D. N. Pickering, gen'l sup't." Endorsed across the face.

Int. Do you consider the financial affairs of the company in your keeping; and do you, at will, disburse the earnings of the company without directions or instruction on the part of other officers or directors of your company?

2382 Ans. I do consider the financial affairs of the company in my keeping, so far as relates to the business of the company in Iowa. I do not disburse the earnings of the co. at will, without instruction of the company or its proper officer.

Int. Have you, or has treasurer or assistant treasurer, to your knowledge, ever given bond to the company for the safe handling of the funds belonging to the company? If so, state when such bond was given, and for what amount; state positively if any bond of this kind was given by you previous to May 1st, 1874.

2383 Ans. As to the treasurer, I know nothing, whether he did or did not give bond. As to myself, I have never given bond to the company for the safe-keeping of its money or for any other purpose, nor was I called upon or required to do so.

(S'g'd) D. N. PICKERING.

Subscribed and sworn to before me and in my presence by said D. N. Pickering, this 1st day of August, 1874.

Witness my hand and seal notarial.

[SEAL.] B. S. BURRITT,
Notary Public, Marshall Co., Ia.

(Endorsed:) U. S. C. C. Lynde & al. vs. C. R. R. Co. of I. Aff't, D. N. Pickering.

Rec'd copy hereof Aug. 1st, 1874, 1 o'clock p. m.

BROWN & SEARS,
Def'ts' Att'y.

2384 In the circuit court of the U. S., dist. of Iowa.

A. V. LYNDE & AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

STATE OF IOWA,
Marshall County:

J. D. KAVANAGH, being produced and examined, deposed as follows, to wit:

Int. 1. State your name, age, place of residence, and occupation.

Ans. J. D. Kavanagh; age, thirty-five years; residence, Marshalltown, Iowa; and by occupation, clerk in the auditor's office of the Central Railroad of Iowa.

Int. 2. How long have you been employed as at present?

2385 Ans. I have been in the office since Feb'y 10, 1872.

Int. 3. Are you familiar with the books and office affairs of said company, more particularly in the auditor's and treasurer's office?

Ans. I am to a certain extent.

Int. 4. Is it usual for the officers in these departments to make monthly statements of the affairs of the company or trial balances?

Ans. It is.

Int. 5. State as nearly as you can the monthly earnings and disbursements of said company for the months of January, February, March, April, May, and June, 1874.

2386 Ans. I cannot do that without looking at the books of the company.

Int. 6. Please examine the books of the company and answer from those.

Ans. The earnings for January were forty-nine thousand seventy-two $\frac{19}{100}$ dollars, and disbursements $43,683.64; for February—earnings, $44,463,22; disbursements, $46,938.73; for March—earnings, $44,182.84; disbursements, $41,988.38; for April—earnings, $41,108.16; disbursements, $47,127.70; for May—earnings, $42,363.20; disbursements, $44,453,37; for June—earnings, $47,296.61; disbursements, $46,593.07.

The above are gross earnings of said company.

(S'g'd) J. D. KAVANAGH.

2387 Subscribed and sworn to by the said J. D. Kavanagh, before me and in my presence, this 31st day of July, 1874, as witness my hand and seal notarial.

[SEAL.] B. S. BURRITT,
Notary Public, Marshall Co., Iowa.

(Endorsed:) Lynde vs. C. R. R. Co. of Iowa.

Rec'd a copy hereof July 31st, 1874, at half past 9 o'clock in the evening, at my residence.

BROWN & SEARS,
Per BROWN, *Def't's Att'y.*

THE STATE OF IOWA,
Delaware County, ss:

The *foregoing* affidavit was signed by Nixson Denton in my presence and by him sworn to before me July 30th, A. D. 1874. 2388

Witness my hand and notarial seal.

[SEAL.] CHA'S S. CROSBY,
Notary Public.

Aff't Nixson Denton.

Rec'd copy hereof July 31st, 1874, at my residence, at half part 9 o'clock in evening.

BBOWN & SEARS,
Per BROWN, *Def't's Att'ys.*

Nixson Denton, being duly sworn, depose and say that I am a resident of Manchester, in Delaware County, State of Iowa; that my

2389 business is that of an engineer and railroad builder; that I have been engaged in that business for the past twenty-five years.

I further depose and say that I understand the details of the construction and equipment of railroads and the costs and value of the materials used for the same.

I further depose and say that in the month of July, 1874, I personally examined the line of the Central Railroad of Iowa for the purpose of forming an opinion of the value and condition of said road and its capacity for doing business. The said railroad and side-tracks is about two hundred miles long. The weight of its iron is somewhat over 2390 eighty-four tons to the mile. The road bed is in good condition, except that many of its ties need replacing; it has eighteen engines in good repair, and it has nine passenger-cars, six baggage-cars and mail-cars, fifteen way-cars, one hundred box-cars, one hundred and twenty flat-cars. It has, I think, twenty-five stations. The road is located through the most fertile region of Iowa. Its connections are such that, for a freight road, eventually, it will be second to none in Iowa; and its station buildings are equal to those of any first-class road in the State.

Minneapolis, the water power of the Mississippi, and the gather-2391 ing place of the pine logs cut upon its tributaries, will furnish the manufactured timber for Central Iowa and to transferred over this road and its connections, the center of the coal-field of Iowa is its terminus. Passing through a fertile section of country which will need much lumber and coal the road must with its transportation of the products of the country become a valuable property. It eventually will become one of the great thoroughfares from the extreme north to S't Louis.

It seems that under the peculiar condition of railroad property at the present time owing in part to what is considered hostile legisla-2392 tion, I am of the opinion that public and private interest require that some arrangements should be made to equ*al*ably protect the stockholders of the road and its creditors. If sold now upon a foreclosure of its mortgage bonds it is apparent that it would bring but fraction, probably not more than *then* ten thousand dollars per mile. There is a value in this road far beyond the price of so many tons of iron per mile and the cost of its rolling-stock. Its future is promising; it appears to me that in the not distant future it will be a trunk 2393 line. The experience of the generation and the history of all railroads in America has shown that the leading avenues of travel and freight by rail has after some years proved remunerative, while perhaps almost all of them at the onset and for some years after their construction could not have been sold in the market for near their cost. In my opinion the value of this and its equipments, based mainly on the foregoing ideas, is at least $15,000 per mile.

(S'g'd) NIXSON DENTON.

Andrew Snyder, of lawful age, being duly sworn, deposeth and 2394 says as follows, to wit: I reside at Marshalltown, State of Iowa, and by profession am a locomotive engineer, and as such have been employed by the Central Railroad Co. of Iowa, from December, 1869, to June, 1874.

I further depose and say that the round house (so known) belonging to said co. in Marshalltown, Iowa, was destroyed by fire in Dec'r, 1873, or January, 1874, and as I believe originated in the oil room of said house; that the general management of this said round house was slack, and shiftless in the extreme; and often caused comments on the part of the employees; that the oil-room at the time of the fire was located 2395 in the west part of the building, and separated from the balance by only a board partition, and that the room was often visited by employees with lighted torches and other inflam'able material.

And I further depose and say that a room had been constructed at the east end of the building with brick partition walls and supposed to be fire-proof for the purpose of storing oil, waste, and other combustible matters, and had been used as such at no long time previous, also said building was furnished with flexible pipes, donkey engine, and pumps of sufficient capacity and power to throw a two-inch stream 2396 to the full length and hight*h* of the said building, and that on the night of the said fire, the building was destroyed from the inability of those in charge to find nozzles and connecting pipe usually provided for protection of this kind.

(S'g'd) **ANDREW SNYDER.**

Subscribed and sworn to before me and in my presence by Andrew Snyder this 22 day of July, A. D. 1874, as witness my hand officially.

H. P. WILLIAMS,
Justice of the Peace.

STATE OF IOWA,
Marshall County, ss:

2397 I, E. R. Jones, clerk of the district court for the 11 judicial district and county of Marshall aforesaid, do hereby certify that H. P. Williams, before whom the annexed acknowledgment was taken, was at the date thereof and now is an acting *a* justice of the peace within and for said county, duly elected and qualified to act as such; that all his official acts are entitled to full faith and credit; that the annexed instrument is duly executed and acknowledged according to the laws of said State; that I am well acquainted with the signature of said H. P. Williams, and believe the one subscribed to the annexed 2398 instrument, and purporting to be his, to be genuine.

In testimony whereof I have hereunto subscribed my name and affixed the official seal of said district court, at my office, in Marshalltown, this 29th day of July, A. D. 1874.

[SEAL.] (Signed) E. R. JONES,
Clerk.

(Endorsed:) A. V. Lynde et al. vs. C. R. R. Co. of Iowa. Affidavit of Andrew Snyder.

Received a copy of the within affidavit this 30th of July, 1874.

BROWN & SEARS,
Def't's Att'y.

2399 I, R. A. Billinger, being duly sworn, depose and say that I live in the city of Marshalltown, Ia., and by occupation am a locomotive engineer; that in this capacity I have been in the employ of the C. R. R. of I., from March, 1872, to the present time; have rec'd wages from 90 to 108 dollars per month.

I further depose and say that for the past 18 or 19 months I have not received my pay from the company, as it became due, regularly. And further, that for the same time I have been paid only in time paper or acceptances, which I have only been able to realize upon at a 2400 loss. That in the month of January, 1874, and several times subsequent, I have rec'd acceptances for my pay and could only get them cashed by D. N. Pickering, supt., or the employees of the co. at the gen'l office, at the rate of 2% a month discount on the time the same had to run. That Bates, M'r Pickering's cashier, has generally cashed the same at his office.

(S'g'd) R. A. BILLINGER.

Subscribed and sworn to before me and in my presence by R. A. Billinger this 24 July, 1874.

H. P. WILLIAMS, *J. P.*

2401 STATE OF IOWA,
Marshall County, ss:

I, E. R. Jones, clerk of the district court for the 11 judicial district and county of Marshall aforesaid, do hereby certify that H. P. Williams, before whom the annexed acknowledgment was taken, was at the date thereof and now is an acting justice of the peace within and for said county, duly elected and qualified to act as such; that all his official acts are entitled to full faith and credit; that the annexed instrument is duly executed and acknowledged according to the laws of said State; that I am well acquainted with the signature of said
2402 H. P. Williams, and believe the one subscribed to the annexed instrument and purporting to be his, to be genuine.

In testimony whereof I have hereunto subscribed my name and affixed the official seal of said district court, at my office, in Marshalltown, this 29 day of July, A. D. 1874.

[SEAL.] (S'g'd) E. R. JONES.
Clerk.

(Endorsed:) A. V. Lynde et al. vs. Cent. R. R. Co. of Iowa. Affidavit of R. A. Billinger.

Received a copy of the within affidavit this 30th day of July, 1874.

BROWN & SEARS,
Def't's Att'y.

2403 Charles Ercanbrack, of lawful age, being first duly sworn, on oath deposeth and says as follows: Am 24 years of age; hostler by occupation; reside at Ottumwa, Iowa; have been employed by the Central Railroad of Iowa since June 14, 1872, until recently; have received wages at $2.00 per day. I further say and depose that for the past 18 or 19 months *past* I have not received my pay from the company as it became due. I further say that for the said length of time I have been paid in time paper, or nearly all the said time.
2404 Much was discounted by employees of the said railroad in the general offices of the co. The next to the last order or acceptance I gave to D. N. Pickering. The amount was for the sum of $136.43. He gave me $40.00 at the time I left it with him. I afterwards received the sum of about $93, they having retained the sum of $3.12 as discount, as near as I can remember. M'r Pickering also discounted one other acceptance or order of the sum of about $40 in March last, being for my December pay, or bal*l*ance due me on said pay.

Marshalltown, Iowa, July 27, 1874.

CHA'S ERCANBRACK.

2405 Cha's Ercanbrack, 1st being duly sworn, on oath says the matters stated in the foregoing affidavit is true in substance and in fact, as he verily believes.

(S'g'd) CHA'S ERCANBRACK.

Subscribed and sworn to before me, and in my presence, by Cha's Ercanbrack, this 27 July, 1874, as witness my hand officially.

H. P. WILLIAMS, *J. P.*

STATE OF IOWA,
Marshall County, *ss:*

I, E. R. Jones, clerk of the district court for the 11 judicial district and county of Marshall aforesaid, do hereby certify that H. P. Williams, before whom the annexed acknowledgment was taken, was at the 2406 date thereof and now is an acting justice of the peace within and for said county, duly elected and qualified to act as such; that all his official acts are entitled to full faith and credit; that the annexed instrument is duly executed and acknowledged according to the laws of said State; that I am well acquainted with the signature of said H. P. Williams, and believe the one subscribed to the annexed instrument, and purporting to be his, to be genuine.

In testimony whereof I have hereunto subscribed my name and affixed the official seal of said district court, at my office in Marshalltown, this 29 day of July, A. D. 1874.

[SEAL.] (S'g'd) E. R. JONES, *Clerk.*

2407 (Endorsed:) A. V. Lynde et al. vs. Cent. R. R. of Iowa. Affidavit of Cha's Ercanbrack.

Rec'd a copy of the within affidavit this 30th July, 1874.

BROWN AND SEARS,
Def't's Att'y.

(In pencil:) Also containing circulars of M'ch 10, '73; June 10th, '73; July 18, '74.

2408 STATE OF IOWA:

OFFICE OF THE SECRETARY OF STATE,
Des Moines, January , 1873.

To

SIR: Under the provisions of chapter 69, laws of the fourteenth general assembly of the State of Iowa, it is made the duty of the census board, consisting of the governor, secretary of state, auditor of State, and treasurer of State, "to assess all the property of each railroad company in this State, excepting the lands, lots, and other real estate of a railroad company not used in the operation of their respective roads," and making it "the duty of the president, vice-president, or general superintendent, and of such other officers as the census board may designate, of any railroad company owning, leasing, or operating any railroad within this State" to furnish said board sworn statements containing such information as may enable the board to "make a just and equitable assessment of said railroad property." A copy of said 2409 chapter 69 is herewith transmitted, to which your attention is respectfully called.

In order to obtain the desired information, and that the reports of the several railroad companies may be as near uniform a' possible, the board adopted the following schedule as a form to be followed in making the required report. It is desirable that this form be followed, as near as practicable, in every case. The attention of companies owning, operating, or leasing any railroad without the State, that is run in connection with any railroad within the State as one continuous line is called to the note at the end of the schedule. Should the officers of any company desire to furnish any information not called for in the schedule that, in their opinion, will assist the board in their desire to make "a just and equitable assessment," such information can be furnished as a supplemental report, and will receive due consideration. The required report should be carefully prepared and sworn to by the president, vice-president, and general superintendent and chief engineer, or any three of them, and transmitted to the secretary of State, at Des Moines, Iowa, on or before the 15th day of February, 1873.

By order of the census board.

JOSIAH T. YOUNG,
Secretary of State and Secretary of Census Board.

2410 Schedule, to be followed by railroad companies in making report, as required by chapter 69, laws of the fourteenth general assembly of the State of Iowa, for the year ending December 31, 1872.

1. Number of miles of main track owned by the company in the State, Dec. 31, 1872.

2. Number of miles of main track operated or leased by the company in the State, Dec. 31, 1872.

3. Number of miles of side track owned by the company in the State, Dec. 31, 1872.

4. Number of miles of side track operated or leased by the company in the State, December 31, 1872.

5. Number of miles of main track owned by the company in each county in the State through which their road runs, December 31st, 1872.

6. Number of miles of main track operated or leased by the company in each county in the State through which their road runs, Dec. 31st, 1872.

7. Number of miles of side track owned by the company in each county in the State through which their road runs, December 31, 1872.

8. Number of miles of side track operated or leased by the company in each county in the State through which their road runs, Dec. 31, 1872.

9. Number of acres of land and number of town-lots in each
2411 county through which their road runs, owned by the company, and used exclusively in operating the road, and how used, giving description of town-lots.

10. Number of passenger-stations in each county.

11. Number of freight-houses in each county.

12. Number of round-houses in each county, and capacity thereof.

13. Number of water-tanks in each county, and how operated.

14. Number of machine and car-shops in each county, with value of machinery and tools therein, and classified statement of stock and material on hand, and cash-value of same.

15. Number of repair shops in each county, with value of machinery and tools therein, and classified statement of stock and material on hand, with cash-value of same.

16. Number of engines owned and in use by the company in operating their road, in this State.

17. Number of passenger-cars, first class, owned and in use by the company in operating their road, in this State.

18. Number of passenger-cars, second class, owned and in use by the company in operating their road, in this State.

19. Number of mail-cars owned and in use by the company in operating their road, in this State.

2412 20. Number of express and baggage-cars owned and in use by the company in operating their road, in this State.

21. Number of sleeping-cars owned and in use by the company in operating their road, in this State.

22. Number of dining-cars owned and in use by the company in operating their road, in this State.

23. Number of box-cars owned and in use by the company in operating their road, in this State.

24. Number of caboose-cars owned and in use by the company in operating their road, in this State.

25. Number of stock-cars owned and in use by the company in operating their road, in this State.

26. Number of flat-cars owned and in use by the company in operating their road, in this State.

27. Number of cars of all kinds, not enumerated above, owned by the company and used in operating or repairing their road, in this State.

28. Gross earnings for the year ending December 31, 1872, for freight, passengers, express, mail service, and miscellaneous, for the entire road, operated in this State.

29. The number of passengers carried one mile in this State, for the year 1872.

30. The number of passengers carried one mile in each other State in which the road runs, for the year 1872.

2413 31. The number of tons of freight carried one mile in this State, for the year 1872, and add 29.

32. The number of tons of freight carried one mile in each other State in which the road runs, for the year 1872.

33. The number of miles run by freight-cars in this State, for the year 1872.

34. The number of miles run by freight-cars in each other State in which the road runs, for the year 1872.

35. The number of miles run by freight engines in this State, for the year 1872.

36. The number of miles run by freight-engines in each other State in which the road runs, for the year 1872.

37. The number of miles run by passenger-cars in this State, for the year 1872.

38. The number of miles run by passenger-cars in each other State in which the road runs, for the year 1872.

39. The number of miles run by passenger-engines in this State, for the year 1872.

40. The number of miles run by passenger-engines in each other State in which the road runs, for the year 1872.

41. A classified statement of the operating expenses for the year ending December 31st, 1872, for the entire road operated by the company in this State.

2414 42. A classified statement of the expenses of repairs for the year ending Dec. 31, 1872, for the entire road operated by the company, in this State.

43. Net earnings for the year ending December 31, 1872, for the entire road operated by the company, in this State.

NOTE.—Any railroad company owning, operating, or leasing any railroad beyond the limits of this State, and operating the same in connection with any railroad within the limits of this State as one continuous line of road, must, in addition to the report required in the foregoing schedule, report as follows, to wit:

1. The aggregate length of main track of such road so operated as one continuous line.

2. The aggregate amount of rolling-stock owned and used by the company in the operation of such continuous line of road, classified as above.

3. The aggregate gross earnings of such continuous line of road, classified as above, for the year ending December 31, 1872.

Answer to questions contained in schedule.

1. 189.14 miles.
2415 2. None.
3. 12.97 miles.

4. None.

5. Worth, 13.45; Cerro Gordo, 24.31; Franklin, 27.09; Hardin, 28.96; Marshall, 29.79; Jasper, 3.98; Poweshelk, 22.81; Mahaska, 25.17; Monroe, 13.55.

6. None.

7. Worth, .31; Cerro Gordo, 1.09; Franklin, .83; Hardin, 1.81; Marshall, 2.97; Jasper, 0.00; Poweshelk, .92; Mahaska, 3.90; Monroe, 1.14.

8. None.

9. Worth Co., 20 acres; Cerro Gordo Co., 24.86 acres, 16 town lots; Franklin Co., 34.18 acres, 35 town lots; Hardin Co., 32.43 acres, 55 town lots; Marshal Co., 19.08 acres, 75 lots; Jasper Co., none; Poweshelk Co., 10.33 acres, 22 town lots; Mahaska Co., 5 acres, 7 lots; Monroe Co., 12.6 acres. The above land used for depot grounds. The above-described land does not include the right of way, which is as follows:
2416 Worth Co., 156.97 acres; Cerro Gordo Co., 258.66 acres; Franklin Co., 328.20 acres, 17 town lots; Hardin Co., 335.40 acres, 15 town lots; Marshall Co., 296.9 acres, 28 town lots; Jasper Co., 48.24 acres; Poweshelk Co., 266.00 acres, 41 town lots; Mahaska Co., 290.00 acres, 3 town lots; Monroe Co., 153.00 acres, 4 town lots.

10. The half of transfer station-house at junction of C. R. I. & P. and C. R. R. of I., at Grinnell, Poweshelk Co.

11. Worth, 1; Cerro Gordo, 2; Franklin, 4; Hardin, 5; Marshall, 4; Poweshelk, 2; Jasper, 0; Mahaska, 3; Monroe, 1.

12. Cerro Gordo: 1 temporary wooden house; capacity, 4 engines.

Marshall: 1 temporary wooden house, capacity, 2 engines; 1 temporary wooden house, capacity, 1 engine; 1 stone house, capacity, 18 engines—not finished.

Monroe: 1 temporary wooden house, capacity, 4 engines.

2417 13. Worth: 1 operated by hand-power.
Cerro Gordo: 2 " " wind "
Franklin: 1 " " horse "
Hardin: 1 " " wind "
1 self-feeding, not in use.
1 operated by steam-power.
1 " " hand "
Marshall: 1 " " wind " not now in use.
1 operated by hand-power.
Poweshelk: 1 " " wind " not now in use.
Mahaska: 1 operated by hand "
1 self-feeding.
Monroe: 1 operated by wind "

14. Machine shop, (1) one.
15. Value of tools & machinery, 3,500.00.
" " " stock, 1,200.00.
16. 18 engines.
17. 6 first-class pas'enger cars.
18. 4 second " " "
19, 20. 4 mail, express, & baggage combined.
2418 21. None. 22. None.
23. 100 box cars.
24. 12 caboose cars.
25. None.
26. 140 flat cars.
27. None.

No. 1.

Statement of earnings and operating expenses of the Central Railroad of Iowa for the year 1871.

EARNINGS.

From freight	267,427 37
" passengers	106,690 90
" express	6,493 23
" mails	8,440 00
" miscellaneous	29,738 62
Total earnings	$418,790 12

2419

GENERAL EXPENSES.

Superintendence and gen'l office	14,498 85
Stationary, tickets, &c	2,511 96
Advertising	1,689 40
Freight earnings refunded	16,019 13
Taxes	2,481 54
Office & station fictures	2,253 52
	39,454 40

REPAIRS.

Of track	79,600 74
" bridges & culverts	32,537 95
" fences & crossings	3,280 02
" buildings	4,416 73
" locomotives	7,938 63
" cars	9,624 52
" tools & machinery	16,790 63
" water-works	7,496 23
	161,685 45

OPERATING EXPENSES.

Conductors, baggagemen, & brakemen	19,603 30
Engineers and firemen	28,250 64

	Station agents and clerks	19,552 70
	Fuel	30,329 96
	Oil and waste	7,122 70
	Personal injuries	
	Stock killed or injured	3,048 35
	Loss or damage of freight and baggage	
		107,907 65
2420	Miscellaneous expenses	33,878 94
	Total expenses	$342,926 44

SUMMARY.

Gross earnings	418,790 12
Total expenses	342,926 44
Net earnings	45,863 68

Audit office, Marshalltown, Iowa, June 26, 1872.
(Signed) HARRY W. BENTON, *Aud.*

I, G. F. Kirby, ass't gen'l sup't Central Railroad Co. of Iowa, do solemnly swear & affirm that the statements herein contained are true to the best of my knowledge & belief.
(Signed) G. F. KIRBY, *A. G. S.*

Sworn to and subscribed before me this (9th) ninth day of July, 1872. Witness my hand & official seal.
[SEAL.] (Signed) EDWARD P. GROSVENOR.
Notary Public, Marshall County, Ia.

2421 *Answer' to questions contained in schedule.*

1. 189.14 miles.
2. None.
3. 155.66 miles.
4. None.
5. Worth Co., 13.45; Cerro Gordo, 24.34; Franklin, 27.09; Hardin, 28.96; Marshall, 29.79; Jasper, 3.98; Powesheik, 22.81; Mahaska, 25.17; Monroe, 13.55.
6. None.
7. Worth Co., 0.70; Cerro Gordo, 1.70; Franklin, 0.83; Hardin, 2.30; Marshall, 3.30; Jasper, 0.0; Poweshiek, 1.20; Mahaska, 4.00; Monroe, 1.53.
8. None.

2422 Worth Co., 20 acres; Cerro Gordo, 24.86 acres and 16 town lots; Franklin, 34.18 acres and 35 town lots; Hardin, 32.43 acres and 55 town lots; Marshall, 19.08 acres and 75 town lots; Jasper, none; Poweshiek, 10.33 acres and 22 town lots; Mahaska, 10 acres and 7 town lots; Monroe, 12.6 acres. The above lands are used for depot grounds.

The above-described lands does not include the right of way, which is as follows:

Worth Co., 156.97 acres; Cerro Gordo, 258.66 acres; Franklin, 328.20 acres and through 17 town lots; Hardin, 335.40 acres and through 15 town lots; Marshall, 296.9 acres and through 28 town lots; Jasper, 48.24

acres; Poweshiek, 266.00 acres and through 41 town lots; Mahaska, 153.00 acres and through 4 town lots.

10. The half of transfer station-house, at junction of C. R. I. & P. and C. R. R. of Iowa, at Grinnell, Poweshiek, Co.

11. Worth Co., 2; Cerro Gordo, 2; Franklin, 4; Hardin, 5; Marshall, 4; Poweshiek, 2; Jasper, none; Mahaska, 3; Monroe, 1.

2423 12. Worth Co., 1 temporary wooden house, capacity, one engine; Cerro Gordo, 1 temporary wooden house, capacity four engines; Marshall, 1 stone house, capacity eighteen engines; Monroe, 1 temporary wooden house, capacity 4 engines.

13. Worth Co., 1 operated by hand power.
Cerro Gordo, 2 " " wind "
Franklin, 1 " " horse "
Hardin, 1 " " wind "
" 1 " " steam "
" 1 " " horse "
" 1 self-feeder, not used.
Marshall, 1 operated by wind power.
Poweshiek, 1 " " " "
" 1 " " hand "
Mahaska, 1 " " horse "
" 1 self-feeder.
Monroe, 1 operated by wind power.

2424 1 machine shop at Eldora, Hardin County, Iowa.
1 car-shop at Eldora, Hardin County, Iowa.

Value of machinery	8,000 00
Value of tools	500 00
Value of lumber	350 00
Value of iron & steel	2,500 00
Value of castings	500 00
1 repair shop at Marshalltown, Mahaska County, Iowa.	
Value of tools	200 00

18 locomotives.

2425 *Concerning State tax for* 1873.

16. Eighteen (18).
17. Ten (10).
18. None.
19. None.
20. Six (6) combined mail, express, and baggage.
21. None.
22. None.
23. Two hundred and fifty (250).
24. Thirteen (13).
25. None (25 combination, included in ans. 23).
26. One hundred and twenty (120).
27. One tool car.
27. One wrecking car.
27. One pile-driver.
27. Thirty-one hand-cars.
27. Twenty-five rubble cars.

2426 No. 2.

MARSHALLTOWN, IOWA, *March 14th*, 1873.

Statement of gross earnings and expenses for the year 1872.

GROSS EARNINGS.

From freight, passengers, express, mail, & miss		649,874 36

EXPENSES.

General repairs	286,362 77	
Operating expense	246,135 66	
		532,498 43
Net earnings		117,375 00

STATE OF IOWA,
Marshall County, *ss :*

I, D. N. Pickering, general superintendent of the Central Railroad Company of Iowa, and I, Cha's C. Gilman, chief engineer, and I, L. G. Bale, secretary of said company, being duly sworn, on oath state that I know the contents of the papers hereto annexed, and that the same and the statement therein made are true, as we verily believe.

[SEAL.] (Signed) D. N. PICKERING, *Gen'l Sup't.*
CHA'S C. GILMAN *Chief Eng.*
L. G. BALE, *Sec'y.*

Sworn to and subscribed before me and in my presence this 15th day of March, A. D. 1873, as witness my official signature & seal notarial.

EDWARD P. GROSVENOR,
Notary Public.

2427 *Answer to questions contained in schedule.*

1. 189.14 miles.
2. 189.14 miles operated. None leased.
3. 15.150 miles.
4. 15.150 miles operated. None leased.
5. Worth Co., 12.45 miles; Cerro Gordo Co., 24.34; Franklin Co., 27.09; Hardin Co., 28.96; Marshall Co., 29.79; Jasper Co., 3.98; Poweshiek Co., 22.81; Mahaska Co., 25.17; Monroe Co., 13.55.
6. Operated same as 5. None leased.
7. Worth Co., 0.52; Cerro Gordo Co., 1.66; Franklin Co., 1.05; Hardin Co., 2.26; Marshall Co., 2.71; Jasper, 0.00; Poweshiek Co., 1.09; Mahaska Co., 4.46; Monroe Co., 1.20.
8. Operated same as 7. None l'ased.
9. Worth Co.: depot grounds, 20 acres; right of way, 156.97 acres.

2428 Cerro Gordo Co.: depot g'ds, 24.86 acres; depot g'ds, bl'k 94, of 8 lots, Mason City; depot g'ds, bl'k 95, one-half of lots 1, 4, 5, & 8, Mason City; right of way, 258.66 acres.

Franklin Co.: Depot g'd's, 34.18 acres; depot g'd's, bl'k 10, of 8 lots, Kingman's add. to Hampton; bl'k 11, of 8 lots, Kingman's add. to Hampton; bl'k 22, of 8 lots, Kingman's add. to Hampton; right of way, 328.22

acres; and through lots 5, 6, 7, & 8, bl'k 13; 1, 2, 3, 4, 5, 6, 7, & 8, bl'k 24 1, 2, 3, & 4, bl'k 25; 3, 4, 5, 6, 7, & 8, bl'k 39; 1, 2, 3, & 4, bl'k 42; 5 & 6, bl'k 43 in Hampton.

Hardin Co.: Depot g'd's, 22.3 acres; depot g'd's, lots 5, 6, & 9, bl'k 99, Ackley; lots 1, 2, 3, 4, 5, 6, 7, & 8, bl'k 69; 1, 2, 3, & 8, bl'k 68; part of lots 5, 6, 7, & 8, bl'k 49; 1, 2, 3, 4, 5, 6, 7, & 8, bl'k 49, Steamboat Rock; right of way, 335.4 acres; and through lots 3 & 4, bl'k 23; 26 & 29, bl'k 98; 3, 4, 7, & 8, bl'k 99, Ackley; through lots, bl'k 38; 5 & 7, bl'k 39; W. ½, bl'k 40; lots 2, 7, & 8, bl'k 40; E. ½, bl'k 41; lots 3, 4, 5, & 6, bl'k 41; 2, 4, 5, 6, & 7, bl'k 42; 3, 4, 5, 6, 7, 8, 9, & 10, & 2 half lots in bl'k 43; 5,
6, 7, & 8, bl'k 100; 5, 6, 7, & 8, bl'k 101; 5, 6, 7, & 8, bl'k 102, Steam-
2429 boat Rock; also through bl'ks 4 & 5, and lots 1, 2, 7, & 8, bl'k 9,
Robinson add. to Steamboat Rock.

Marshall Co.: Depot g'd's at Albion, fractional parts of out lots 8, 9, 10, 11, 12, & 13; also lot 5, bl'k 5; lots 3, 4, 5, & 6, bl'k 6; 3, 4, 5, & 6, bl'k 15; 3, 4, 5, & W. ½ of 6, bl'k 16; 4 & 5, bl'k 24; 4, bl'k 25.

Depot g'd's at Marshalltown: lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12, bl'k 11, Anson's 1st add.; small part of lot 1; lot 2 & 3, part of lot 5; lots 6 7, 8, 9, 10, 11 & 12, bl'k 12; lots 7 & 10, bl'k 13, Anson's 1st add. to Marshall in fee simple; and lots 11 & 12, bl'k 13; bl'ks 1, 2, & 5 in Glick's & Willisrod's add.; all of that part of lots 1, 2, 3, 4, & 5 in Anson's subdivision of the W. ½ of S. E. ¼ sec. 35, lying north of Linn C'k, and the north ½ of lots 6, 7, & 8 in said subdivision, all in t'p 84 N., range 18 west, 5th p. m., Iowa, and 13.1 acres, for which there is a conditional deed. Conditions not complied with.

Gilman depot g'd's: Bl'ks A & B, as per recorded plat of the town of Gilman.

2430 Liscomb depot g'd's, 10⅓ acres; right of way, 296.9 acres; and
through lots 11 & 12, bl'k 13, Anson's 1st add. to Marshalltown.

Jasper Co.: Right of way, 48.24 acres.

Poweshiek Co.: Depot g'd's, Grinnell, lots 7, 8, 9, 10, & 12, bl'k 33; 7, 8, 9, 10, 11, & 12, bl'k 40; 7, 8, & 9, bl'k 45, and 4.6 acres.

Searsboro depot g'd's, 10.3 acres; right of way, 266.0 acres; and through lots 4, 5, & 6, bl'k 45; 1, 2, 3, 4, & 6, bl'k 40; 1, 3, 4, 5, & 6, bl'k 33; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12, bl'k 20; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12, bl'k 19; 8, 9, 10, 11, & 12, bl'k 18; 1, 2, 3, 4, 5, & 6, bl'k 24; 1, 2, 9, 10, 11, & 12, bl'k 25; 9, bl'k 11.

Mahaska Co.: New Sharon depot g'd's, 10 acres.

Oskaloosa depot g'd's, lots 1, 2, 5, & 6, bl'k 3, Talbott's add. and one acre.

Eddyville depot g'd's, 3.24 acres; right of way, 253.0 acres; and
2431 through east side of out lot C, and lots 2 & 3, bl'k 3, Kalbach's
add. to Oskaloosa.

Monroe Co.: Albia depot g'd's, 10 acres; right of way, 160 acres.

10. Half of transfer station-house at junction of C. R. I. & P. and C. R. R'd of Iowa, at Grinnell, Poweshiek Co., Iowa.

11. Worth Co., 2; Cerro Gordo Co., 2; Franklin Co., 5; Marshall Co., 4; Poweshiek Co., 2; Jasper Co., none; Mahaska Co., 3; and one-half of transfer freight depot near Eddyville; Monroe Co., 1; Hardin Co., 5, also used as passenger stations.

12. Worth Co., 1 wooden house, one stall; Cerro Gordo Co., 1 wooden house, four stalls; Marshall Co., 1 stone house, 18 stalls, destroyed by fire December 29, 1873; Monroe Co., 1 wooden house, four stalls.

13. Worth Co., 1 operated by hand power.
Cerro Gordo Co., 1 " " horse "
" " " 1 " " wind "

Franklin, " 1 " " horse "
Hardin, " 1 " " wind "
" " 1 " " steam "
" " 1 " " horse "

2432 Marshall Co., 1 operated by wind power.
Poweshiek Co., 2 temporary tanks operated by hand power.
Mahaska Co., 1 operated by horse power.
" " 1 " " wind "
" " 1 self feeder.
Monroe Co., 1 operated by wind power.

2433 14. One machine & repair shop (4 wooden buildings) in Hardin Co., tools, machinery on hand, including stationary engine, planer, lathes, and miscellaneous tools, $11,373.33.

MATERIAL ON HAND.

Painters' stock	330 60
Coppersmiths' stock	939 50
Blacksmiths' & machinists' stock, including car-wheels & axles, iron, & castings, &c	10,033 06
Fuel	92 50
	11,395 66

15. One car repair-shop (1 wooden building) in Marshall Co. No tools & machinery on hand, it being a wood-working shop, and carpenters furnishing their own tools.

Material on hand, iron & brass fixtures	1,895 82
Lumber	874 00
Sundry items for finishing cars	855 22
Paints, oil, & varnish	305 48
	3,930 52

2434 16. 18 engines.
17. Ten.
18. None.
19. None.
20. Six (6) combination mail, express, & baggage.
21. None.
22. None.
23. Two hundred and fifty.
24. Thirteen.
25. None.
26. One hundred and twenty.
27. One wrecking car & one pile driver.

28. Freight earnings	447,155 65
Passengers	140,182 73
Express	6,000 00
Mail	9,500 75
Miscellaneous	12,213 56
	$615,052 69

2435 29. 3,075,821.
30. None.
31.
32. None.
33. 2,554,080.

34. None.
35. 392,270.
36. None.
37. 450,720.
38. None.
39. 194,132.
40. None.

2436	41. Superintendence and gen'l office	21,341	82
	Stationery, tickets, & printing	4,541	29
	Advertising and commission	5,505	51
	Operating telegraph	9,198	46
	Conductors, baggagemen, & b'k'men	39,301	61
	Engineers & firemen	61,832	46
	Station-ag'ts, clerks, & watchmen	30,482	57
	Fuel	46,289	94
	Oil & waste	9,680	09
	Stock killed or injured	10,734	55
	Loss or damage to freight or baggage	1,554	11
	Miscellaneous expense	48,202	12
		488,225	67
	42. Repairs of bridges & culverts	11,334	14
	" " track	82,599	89
	" " fence, cattle-guards, & crossings	1,216	03
	" " buildings	2,810	73
	" " locomotives	46,684	42
	" " cars, C. R. R.	29,180	09
	" " " foreign	4,358	48
	" " tools & machinery	10,582	82
	" " office & station fixtures	135	25
	" " water-works	6,892	96
	" " train-tools & fixtures	3,394	62
	" " stock-yards	361	71
		199,551	14

Nett earnings, 1873, $126,873.02.

NOTE.—No road operated outside of State lines.

2437 STATE OF IOWA,
Marshall County, *ss:*

We, William H. Seevers, vice-pres't, D. N. Pickering, gen. sup't, and C. C. Gilman, chief engineer of the Central R. R'd of Iowa, do solemnly swear that the foregoing statements are true and correct, to the best of our knowledge and belief.

(Signed)
W. H. SEEVER.
D. N. PICKERING.
CHA'S C. GILMAN.

Subscribed & sworn to before me by W. H. Seevers, vice-pres't, D. N. Pickering, gen. sup't, and Cha's C. Gilman, chief engineer of C. R. R'd of Iowa, as witness my hand and seal notarial.

February 13th, 1874.

(Signed)
R. E. SEARS,
Notary Public Marshall Co., Iowa.

STATE OF IOWA:

I, Josiah T. Young, secretary of state, within and for the State of Iowa, do hereby certify that the above and foregoing pages contain a full, true, and complete copy of the reports of the Central Railroad of Iowa 2438 for 1871, 1872, & 1873, as the same appears on file in my office.

Witness my hand and the great seal of the State of Iowa hereto affixed. Done at the city of Des Moines this 25th day of March, A. D. 1874.

[SEAL.] (Signed) JOSIAH T. YOUNG,
Secretary of State of the State of Iowa.

(Endorsed:) Filed October 11th, 1875. George B. Corkhill, clerk. No. 8. Rep't L. M. Fisher.

2439 Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST CO. OF NEW York, trustees, and Alexander et al.,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Schedule of protests against the appointment of D. N. Pickering as receiver.

Name.	Residence.	1st. mort.	2 mort.	Total am'ts.
A. S. Waite	Pittsfield, Mass	1,500		$1,500 00
J. I. Wolfe & Brown	Pittsfield, Mass	2,000		2,000 00
A. J. Nycum	Everett, P'a		2,000	2,000 00
A. W. Spencer	Boston, Mass	11,000		11,000 00
W. H. Anderson, ex	Lowell, Mass	5,000		5,000 00
Tho's C. Giffard	Cambridge, N. Y	500		500 00
2440 Abner Doty	Schenectady, N. Y	36,000		36,000 00
Joel W. Smith, pres. Nat'l Bank, Castleton, N. Y	Castleton, N. Y	5,500		5,500 00

Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF New York, trustees, & Alexander et al.,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Schedule of protests against the appointment of D. N. Pickering as receiver, and asking the appointment of a receiver.

2441 Name.	Residence.	1st mort.	2nd mort.	Total amount.
Abner Doty	Schenectady, N. Y	36,000		36,000 00
A. W. Spencer	Boston, Mass	11,000		11,000 00
A. S. Waite	Pittsfield, Mass	1,500		1,500 00
A. J. Nycum	Everett, P'a		2,000	2,000 00
J. I. Wolfe & Brown	Pittsfield, Mass	2,000		2,000 00
W. H. Anderson, ex	Lowell, Mass	5,300		5,000 00
Tho's C. Gifford, N. Y	Cambridge	500		500 00
Joel W. Smith, pres. Nat'l Bank, Castleton, N. Y.	Castleton, N. Y	5,500		5,500 00
W. N. Merwin	Garrettsville, Ohio	2,500		2,500 00
S. S. Shultz	Danville, P'a	4,000		4,000 00
Isiah Josselyn	Boston, Mass	1,000	500	1,500 00

Schedule of protests against the appointment of D. N. Pickering, &c.—**Continued.**

Name.	Residence.	1st mort.	2nd mort.	Total amount.
I. C. Thatcher, Mass	Waltham	500		500 00
2442 Sam'l Wood	Northboro', Mass	500		500 00
S. P. L. King	Peabody, Mass	3,000		3,000 00
Cha's V. Nichols	Salem, Mass	2,000		2,000 00
Dudley R. Child	Boston, Mass	10,000		10,000 00
J. E. Lennell	Norwich, Conn	1,000		1,000 00
Miles R. Eames	Buffalo, N. Y	1,000		1,000 00
John A. Shane	Milton Mass		1.000	1,000 00
A. L. Hatch	New York, N. Y	19,000	58,000	77,000 00
Geo. Collins	New York, N. Y	13,000		13,000 00
Merch. Warehouse & Security, by John J. Grace, pres.	New York, N. Y	39,000	8,000	47,000 00
A. H. Stevens, ex. T. H. Newbold	New York, N. Y	10,000		10,000 00
S. A. Logan	Mineral Point, P'a	1,000		1,000 00
2443 W'm Hammond	Marblehead	2,000		2,000 00
John H. Williams	Athol, Mass	4,000		4,000 00
Ira Cheever	Chels'a, Mass		2,000	2,000 00
E. P. Spaulding	Tewksbury	5,000		5,000 00
S. Ingersol Bryant	Beverly	2,000		2,000 00
Walter S. Blanchard	Concord, N. H	1,500		1,500 00
S. N. Barnard	Springfield, V't	8,000	14,000	22,000 00
Walter E. Darling	Kenebeck, Mass	1,500		1,500 00
E. Q. Sylvester	Hanover, Mass	3,000		3,000 00
A. V. Lynch, trustee	Boston, Mass	1,500		1,500 00
A. V. Lynch	Boston, Mass	9,500		9,500 00
A. D. Bacon	Sharon, Mass	1,000		1,000 00
Simeon Cohem	Boston, Mass	2,000		2,000 00
W'm Savery	Carver, Mass	2,000		2,000 00
2444 Ephriam N. Hidden	Middleboro', Mass	3,000		3,000 00
Ed. Southworth	Bridgewater, Mass		15,000	15,000 00
A. H. Hoffineister	New Haven, Conn	2,000		2,000 00
E. Konigmacher	Ephrata, P'a	11,000		11,000 00
Elijah Colburn	Nashua, N. H	4,000		4,000 00
J. H. Woobury	Boston, Mass	1,000		1,000 00
Michael Watson	Chelsea, Mass	1,000		1,000 00
Castle W. Herrick	Nashua, N. Y	3,000		3,000 00
Esle Banker	Schenectady, N. Y	7,500		7,500 00
Lewis Fales	Mulford, Mass	500		500 00
John H. Clark	North Cleiseaford, Mass	1,000		1,000 00
Willard A. Wight	Natuck	500		500 00
Levi Caldwell	Newton, Mass	500		500 00
Joseph Wentworth	Concord, N. H	11,000		11,000 00
2445 Nathan Keith	Campello, Mass	2,000		2,000 00
Clard D. Berry	Concord, N. H	500		500 00
Reuben Rice	Concord, N. H	3,000	1,000	4,000 00
G. W. Whitney	Boston, Mass		2,000	2,000 00
Sewall Watson	Bath, Me		1,000	1,000 00
Sam'l D. Hitchcock	Boston, Mass	1,000		1,000 00
Cha's E. Trail	Frederick, Md	6,000	5,000	11,000 00
T. C. Defries Geo. Palmer	Nantucket, Mass	1,000	1,000	2,000 00
Ja's Codd	Nantucket, Mass	2,000		2,000 00
D. M. Bunker	Nantucket, Mass	2,000		2,000 00
Cha's Rowell	Swamp Scott, Mass	500	1,000	1,500 00
R. P. Kingsman	Brockton, Mass	1,500		1,500 00
Sam'l Hall	Exeter, N. H	500		500 00
2446 Cha's Loring	Quincy, Mass	2,000		2,000 00
Oliver Cummings	N. Chelseaford, Mass		1,000	1,000 00
J. H. Noble	Johnsonville N. Y	1,000		1,000 00
Stephen Baker	Beverly, Mass	2,000	1,000	3,000 00
D. D. Perkins	New Market, N. H		1,000	1,000 00
T. C. Lewis	Dalton, Mass	2,000		2,000 00
John G. Baird	New Haven, Conn	1,000		1,000 00
David Walton	London Grove, P'a	5,500		5,500 00
Geo. F. Peabody	Gardner, Mass	5,000	20,000	25,000 00
Smith Griffith	Nassua, N. Y	2,000		2,000 00
J. T. Littlejohn	New York, N. Y	2,500		2,500 00
James Willits	New York, N. Y	2,000		2,000 00
N. H. Griffin	Williamstown, N. Y	4,000		4,000 00
Milley Estes	Brockton, Mass	1,000		1,000 00
2447 Geo. P. Davis	Boston, Mass	1,000		1,000 00
Theodorea Rennett Cath. O. Fuller	West Haven, Conn	12,500		12,500 00
Geo. F. Bowen	Springfield, Mass	500		500 00
T. Quincy Brown	Boston, Mass		19,000	19,000 00
David C. Webber	Boston, Mass	4,000		4,000 00

Schedule of protests against the appointment of D. N. Pickering, &c.—Continued.

Name.	Residence.	1st mort.	2nd mort.	Total amount.
Mary S. Peckham	Poplar Ridge	1,000		1,000 00
W. H. Davis	Norriston, P'a	1,000		1,000 00
Jeremia Link	Nassua, N. Y	1,500		1,500 00
Tho's Elmendorf	Red Hook, N. Y	2,000		2,000 00
Warren Brown	Washington, D. C	1,000		1,000 00
Cha's H. Glackmeyer	New York, N. Y	1,500		1,500 00
D. A. Taylor, executor	Brooklyn, L. I	1,000		1,000 00
James A. Stetson	Quincy, Mass		3,000	3,000 00
2448 Aug. A. Hayes	Brooklyn, Mass	15,000		15,000 00
Sophia W. Dana		14,000		14,000 00
Joseph B. Cumming	Cornish Flats, N. H		2,000	2,000 00
A. J. Nycum	Everett, Pa		2,000	2,000 00
Henry F. May	Hudson, Mass		1,000	1,000 00
Abr'm O. Clute		3,000		3,000 00
Russell Downee	Castleton	3,000		3,000 00
Sarah H. Smith	Fairfield, N. Y	2,000	1,500	3,500 00
Harriet M. Smith	Fairfield, N. Y	10,000		10,000 00
Ryer Hermans	Nassua, N. Y	6,500		6,500 00
G. B. Smith	Boston	2,000		2,000 00
F. W. Whiting		1,000		1,000 00
Sam'l Quagh	Boston	5,000		5,000 00
B. F. Martin	Chelsea, Mass	1,000		1,000 00
2449 Silas McKean	Bradford, V't	1,500		1,500 00
Sam'l Whitney	Waltham, Mass		1,000	1,000 00
M'r's S. W. Bodine	New York	12,500		12,500 00
A. E. Bacon	Brooklyn, L. I	500		500 00
John Spaulding	New York, N. Y	5,000		5,000 00
Cha's H. Rockwell	New York, N. Y	6,000		6,000 00
Isaac Johnson	Eagleville	1,000		1,000 00
Margaret H. Jamas		1,000		1,000 00
Henry Ward	Boston	5,000		5,000 00
J. S. Orton	Geneseo, N. Y	3,000		3,000 00
F. F. Olmsted	Geneseo, N. Y	3,000		3,000 00
Cha's Alexander	Boston	16,000		16,000 00
W'm Ames	Boston	2,000		2,000 00
Andrew J. Savage	Boston	1,000	1,000	2,000 00
2450 John Cromwell	Moodna, N. Y	5,000		5,000 00
B. E. Potter & Bro	Augusta, Me	4,000	2,000	6,000 00
J. Monroe Clark	N. London	4,500		4,500 00
Zenas M. Peck	Greenwich, Conn	500		500 00
Ed. K. Stow	Troy, N. Y	5,000		5,000 00
Goold Hoyt	New York	5,000		5,000 00
David Pengsley		1,500		1,500 00
E. W. B. Carming	New York	5,000		5,000 00
Jesse Comstock	N. London	1,500		1,500 00
Murray H. Hall	New York, N. Y		1,000	1,000 00
Siloam Spaulding	Cornish Flat, N. H		2,000	2,000 00
J. H. Chedell	Auburn, N. Y	25,000		25,000 00
Nelson Beardsley				
A. B. Bliss	Warren, Mass	500		500 00
2451 Hennelta Lisler	Norrigtown, Pa	1,500		1,500 00
Mary Pennypacket	Norristown, Pa	500		500 00
Lory Odell	Portsmouth, N. H	3,000	2,000	5,000 00
W'm R. Ham	Madalin, N. Y	1,000		1,000 00
Jos. Supplee	Norristown, Pa	1,000		1,000 00
Ludwig Flentze	Mauchunk, Pa	1,500	1,000	2,500 00
Giles B. Kellogg, executor	Troy, N. Y	5,000		5,000 00
Oliver Bauner	Boston	2,000		2,000 00
H. W. Masten	Castleton	2,000		2,000 00
A. R. Frothingham	New York, N. Y	1,500		1,500 00
Ered. C. Flyes	New York, N. Y	500		500 00
R. C. Johnson	Belfast, Me	10,000		10,000 00
G. W. Stoddart	Rahway, N. J	10,000		10,000 00
Jonas B. Davis			2,000	2,000 00
2452 Anna M. Parker	Concord, N. H	1,000		1,000 00
Sidney A. Dwight		8,000	1,000	9,000 00
Joseph Potter	Westerly, R. I	8,000		8,000 00
Hiram Reed	Green, N. Y	1,500		1,500 00
Eliz. C. Leonard	Needham, Mass	2,000		2,000 00
J. T. Saville	Needham, Mass	2,000		2,000 00
J. Jay Dana	Hensdale, Mass	1,000		1,000 00
M. P. Elliott	Boston	1,000		1,000 00
W. C. Foote	New York, N. Y	3,000		3,000 00
Miss Marg. R. Hicks	Troy, N. Y	10,000		10,000 00
H. G. O. S. T. M. Chase	W. Newbury, Mass	500		500 00

Schedule of protests against the appointment of D. N. Pickering, &c.—Continued.

Name.	Residence.	1st mort.	2nd mort.	Total amount.
Wellesley W. Bowdish	New York, N. Y	10,000		10,000 00
Mina Genth	Philadelphia, Pa	500	1,000	1,500 00
Walt. M. Whiton	Boston		5,500	5,500 00
2453 Silas M. Smith	Northampton, Mass	20,500		20,500 00
S. B. Williams				
P. Earle				
E. S. Clark and 4 others				
Jos. Pannebecker	Norristown, Pa	500	1,000	1,500 00
A. A. Gunn	Buckport, Me	2,000		2,000 00
G. W. Herbert et al	Bucksport, Me	2,000		2,000 00
Clara Herbert	Buksport	500		500 00
Maria M. Norton	Stockbridge, Mass	2,000		2,000 00
John A. Mayn	Maucuchunk, Pa	1,000		1,000 00
D. M. Cunningham	S. Framingham	1,000		1,000 00
Emma Pott	Pottsville	1,000		1,000 00
F. H. Wolcott, trustee	New York, N. Y	10,000		10,000 00
David Collins	Fayettsville, N. Y	3,000		3,000 00
Arnold Kennington	Fayettsville, N. Y	2,000		2,000 00
2454 R. D. Cook	New Salem	4,000		4,000 00
E. W. Gentisas	Bristol, R. I	5,000		5,000 00
Rufus Knight	Manchester	1,000		1,000 00
J. T. Carpenter	Foxboro	6,500		6,500 00
John Stockton	Cannonsburg, Pa	2,000		2,000 00
Walter A. Smith	New York, N. Y	1,500		1,500 00

(Endorsed :) Circuit court of the United States for dist. of Iowa. Farmers' Loan & Trust Company of New York, trustee, & Alexander et al., vs. The Central Railroad Company of Iowa. Schedule of protests against appointment of D. N. Pickering as receiver. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2455 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of ten 1st-mortgage and of six 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HENRY SIMSON.

Witness :

MICHAEL HARTRIDGE.

Dated at Sunninghill Berks, Nov. 25th, 1874.

(Endorsed :) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2456 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $9,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHRISTOPHER LITTLEFIELD.

Witness:

ANNIE W. LORD.

Dated at Kennebeck, Maine, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2457 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of 3,500 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) S. R. BARRINGER.

Witness:

AB'M DOTY.

Dated at Schenectady, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2458 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two thousand 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN JOHNSON,
For JOHN STOCKTON, D. D.

Witness:

Dated at Canonsburg, P'a, Nov. 1st, 1874.

(Endorsed:) No. 245, No. 246. Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2459 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 6,500 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. T. CARPENTER.

Witness:

S. N. FULLER.

Dated at Foxboro, Nov. 19th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2460 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of first 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) RUFUS KNIGHT.

Witness:

L. A. KNIGHT.

Dated at Manchester, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2461 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five 1st-mortgage and of no 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) E. W. GUITERAS.

Witness:

MARY A. WARDWELL.

Dated at Bristol, R. I., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2462 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of four thousand 1st-mortgage and of 0000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) R. D. COOK.

Witness:

CHARLES CHANDLER.

Dated at New Salem, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2463 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WALTER A. SMITH.

Witness:

A. L. HATCH.

Dated at New York, Nov. 24th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2464 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W'M M. DRATRICK.

Witness:

J. DU BOIS.

Dated at Charlesville, P'a, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2465 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one ($1,000) 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially and emphatically protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ELINE SCHERMERHORN.

Witness:

F. R. BARRINGER.

Dated at Schenect'dy, Nov. 28th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2466 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $7,000—7 $1,000 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HENRY JARVIS.

Witness:

A. L. HATCH.

Dated at New York, Dec. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2467 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of a $500 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SARAH F. TWITCHELL,
By E. H. TOWNSEND, *Ag't.*

Witness:

W. S. DOWNER.

Dated at Auburn, Cayuga Co., N. Y., Dec. 10, '74.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2468 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2 thousand 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. PROUDFIT BROWN.

Witness:

M. S. BROWN.

Dated at Pittsfield, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2468½ To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of ten $1,000 1st-mortgage bonds of the

Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) M'R'S MARGARET R. HICKS.

Witness:

CHA'S R. HICKS.

Dated at Troy, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2469 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 68, $500.00 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WILLARD A. WIGHT.

Witness:

I. L. WIGHT.

Dated at Natick, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2470 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $10,000 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. H. STEVENS,
Ex'r Est. of T. H. Newbold.

Witness:

A. L. HATCH.

Dated at New York, Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2471 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one (No. 1402) 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) S. A. LOGAN.

Witness:
M. A. SCOTT.

Dated at Mineral Point, Pa., Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2472 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two thousand dollars' bonds, 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W'M. HAMMOND.

Witness:
WILLIAM REYNOLDS.

Dated at Marblehead, Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2472½ To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $4,000 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN H. WILLIAMS.

Witness:
W'M H. PEIFFER.

Dated at Athol, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2473 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) IRA CHEEVER.

Witness:
HENRY A. CHEEVER.

Dated at Chelsea, Mass., Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2474 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 5,000 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) E. F. SPALDING.

Witness:
W'M H. ANDERSON.

Dated at Tewksbury, Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2475 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 292 & 296 1st-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) S. INGERSOLL BRIANT.

Witness:
N. E. SAFFORD.

Dated at Beverly, Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2475½ To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of Nos. 1775, 1776, 1777, of five hundred each, 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WALTER S. BLANCHARD.

Witness:

EDWIN D. CLOUGH.

Dated at Concord, N. H., Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2476 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder and representative of 8,000 1st-mortgage and of 14,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) S. N. BARNARD.

Witness:

I. W. BARNARD.

Dated at Springfield, V't, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. . Geo. B. Corkhill, clerk.

2477 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,500 1st-mortgage and of mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WALTER E. DARLING.

Witness:

CHRISTOPHER LITTLEFIELD.

Dated at Kennebeck, Maine, Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2478 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three thousand 1st-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) E. Q. SYLVESTER.

Witness:

ELIZA SALMOND.

Dated at Hanover, Mass., Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2479 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed:) A. V. LYNDE, *Trustee.*

Witness:

SELWYN LYNDE.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2480 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one thousand 1st-mortgage, and of 2d-mortgage bonds of the Central Railway Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W'M H. DAVIS.

Witness:

W'M A. CROLL.

Dated at Norristown, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2481 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of $2,000 (bond No. 617, 500; 1040, 500; 1351, 1,000, 2,000), 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) THOMAS ELMENDORF.

Witness:

R. L. MASSONMAN.

Dated at Red Hook, New York, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2482 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two $500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WARREN BROWN.

Witness:

CHA'S I. HUTCHINS.

Dated at Washington, D. C., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2483 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,500 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHA'S H. GLACKMEYER.

Witness:

C. F. STAGG.

Dated at New York, Nov. 5th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2484 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one thousand dollars of 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) D. A. TAYLOR, *Ex'cuter.*

Witness:

J. H. TAYLOR.

Dated at Brooklyn, L. I., Nov. 4th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2485 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage and of No. 501 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HENRY F. MAY.

Witness:

CLARA M. MAY.

Dated at Hudson, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2486 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three thousand 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ABRAM D. CLUTE.

Witness:

A. DOTY.

Dated at—Nov. 7th, 1874. *Nov. 1st*, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2487 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two 1st-mortgage, one of 500 & one of 1,000, bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SARAH K. SMITH.

Witness:

J. J. MATHEN.

Dated at Fairfield, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2488 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of $2,500 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) Q. T. LITTLEJOHN,
P'r L. LITTLEJOHN.

Witness:

T. J. CLARKE.

Dated at New York, Nov. 4th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2489 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two $1,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HARRIET M. SMITH.

Witness:

J. MATHEU.

Dated at Fairfield, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2490 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 5,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SAMUEL VENJIE.

Witness:

S. N. FULLER.

Dated at Boston, Nov. 5, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2491 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) GEO. P. DAVIS.

Witness:

S. N. FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2492 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three $500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SILAS McKEEN.

Witness:

G. H. HOBART.

Dated at Bradford, Vermont, Nov. 6, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2493 To the honorable judges of the circuit court of the United States, district of Iowa.

The undersigned, holder of one 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) B. T. MARTIN.

Witness:

S. N. FULLER.

Dated at Chelsea, Mass., Nov. 1st, 1875.

(Endorsed:) Filed, Oct. 11, 1875. Geo. B. Corkhill, clerk.

2494 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 9,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. V. LYNDE.

Witness:

SELWYN LYNDE.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2495 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of one 500 dollar (No. 152) 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) LEWIS FALES.

Witness:

R. C. ELDRIDGE.

Dated at Milford, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2496 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of a $1,000 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN H. CLARK.

Witness:

B. F. CLARK.

Dated at North Chelmsford, Mass., Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2497 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 247, $500 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) LEVI COLDWELL.

Witness:

H. G. COLDWELL.

Dated at Newton, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2498 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one $500, No. 31, 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CLARA D. BERRY.

Witness:

DWIGHT CHADBURNE.

Dated at Concord, N. H., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2499 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of eleven thousand dollars par value 1st-mortgage and of no 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOSEPH WENTWORTH.

Witness:

ELIZA A. MORRISON.

Dated at Concord, N. H., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2500 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2 thousand 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest againt the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) NATHAN KEITH.

Witness:

ELIZABETH C. KEITH.

Dated at Campello, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2501 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,500 dollars 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) R. P. KINGMAN.

Witness:

E. S. OLIVER.

Dated at Brockton, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2502 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 3 1st mortgage and of one 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) REUBEN C. RICE.

Witness:

REUBEN C. RICE, Jr.

Dated at Concord, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2503 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one $500 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SAMUEL HALL.

Witness:

ELIZABETH S. HALL.

Dated at Exeter, N. H., Nov. 3d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2504 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of of $1,000.00 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) OLIVER CUMMINGS.

Witness:

N. B. EDWARDS.

Dated at N. Chelmsford, Mass.. Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2505 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2,000$ 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHA'S LORING.

Witness:

S. L. KNOWLTON.

Dated at Quincy, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2506 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of mortgage and of 314, 531 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) G. W. WHITNEY.

Witness:

A. CLARK FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed;) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2507 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. H. NOBLE.

Witness:

I. R. CHERRY.

Dated at Johnsonville, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2508 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 777 & 778 1st mortgage, $1,000 each, bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary nothwithstanding.

(Signed) STEPHENS BAKER.

Witness:

JOHN B. HILL.

Dated at Beverly, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2509 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st mortgage and of No. 474, $1,000, 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DANIEL D. PERKINS.

Witness:

JAMES D. MEADER.

Dated at New Market, New Hamp., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2510 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two 1st mortgage and of mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding

(Signed) T. C. LEWIS.

Witness:

CHA'S U. BROWN.

Dated at Dalton, Mass., Nov. 3rd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2511 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,000 1st mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection, in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JNO. G. BAIRD.

Witness:

JOHN CUNNINGHAM.

Dated at New Haven, Conn., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2512 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 5, 1,000 each, & 1, 500 1st mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DAVID WALTON.

Witness:

C. W. CHANDLER.

Dated at Louden Grove, Chester County, P'a, Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2513 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of $12,500 of 1st mortgage, and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CAPT. THEODORE A. BARRETT.
CATHERINE P. FULLER.

Witness:
P. R. GEO. ATWILL.

Dated at West Haven, Conn., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2514 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five hundred 1st mortgage, and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) GEO. F. BOWEN.

Witness:
ABBIE A. BOWEN.

Dated at Springfield, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2515 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five ($1,000 each) 1st mortgage, and of 20 ($1,000 each) 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) GEO. F. PEABODY.

Witness:
CHRISTOPHER BOLTON.

Dated at Gardner, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2516 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st mortgage, and of $19,000 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) T. QUINCEY BROWNE.

Witness:
C. C. GILMAN.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2517 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 500, No. 1637, 1st mortgage, and of 1,000, No. 911, 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHARLES ROWELL.

Witness:
BENJ. J. LINDSEY.

Dated at Swampscott, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2518 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st mortgage, and of No. 214, $1,000, 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SAMUEL WHITNEY.

Witness:
CHA'S WHITNEY.

Dated at Waltham, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2519 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $12,500 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) M'RS L. W. BODINE.

Witness:

E. W. BODINE.

Dated at New York, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2520 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500 1st-mortgage of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. E. BACON.

Witness:

A. L. HATCH.

Dated at Brooklyn, Long Island, Nov. 6th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2521 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $5,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) REV. JOHN SPAULDING,
For self and others.

Witness:

A. L. HATCH.

Dated at New York, Nov. 6th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2522 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,000 1st-mortgage and of 500 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ISAIAH JOSELYN.

Witness:

W. C. ELLIS.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2523 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of nineteen (19) 1st-mortgage and fifty-eight (58) 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. L. HATCH.

Witness:

GEO. COLLINS.

Dated at New York, Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2524 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of thirteen 1st-mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) GEO. COLLINS.

Witness:

A. L. HATCH.

Dated at New York, Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2525 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage and of $15,000.00 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed:) **EDWARD SOUTHWORTH.**

Witness:

FRED'C' SOUTHWORTH.

Dated at No' Bridgewater, Mass., (New Brockton), Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2526 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $3,000.00 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **CASTLE W. HERRICK.**

Witness:

EDWIN SHAWS.

Dated at Nassau, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2527 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two thousand 1st-mortgage of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **A. HOFFMEISTER.**

Witness:

H. J. SPERRY.

Dated at New Haven, C't, Nov. 1st, 1874.

(Endorsed) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2528 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $11,000.00 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **E. KONIGMACHER.**

Witness:

W. K. SELTZER.

Dated at Ephrata, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2529 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 1617 1st-mortgage bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MICHAEL WATSON.

Witness:

DAVID C. LONG.

Dated at Chelsea, Mass., Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2530 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of six 1st-mortgage and of five 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHA'S E. TRAIL.

Witness:

SIL. M. DUFF.

Dated at Frederick, M'd, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2531 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 1299 bond, $500, 1st-mortgage, and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. C. THACKER.

Witness:

W. D. BURBANK.

Dated at Waltham, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2532 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500.00 1st-mortgage and of 2d-mort gage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SAMUEL WOOD.

Witness:
S. WOOD, J'R.

Dated at Northboro, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2533 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) S. P. C. KING.

Witness:
MARY M. KING.

Dated at Peabody, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2534 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed:) H. W. MERWIN.

Witness:
B. N. MERWIN.

Dated at Garrettsville, Ohio, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2535 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHA'S S. NICHOLS, *Agent.*

Witness:

C. C. AINSWORTH.

Dated at Salem, Mass., Oct. 31st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2536 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of four 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) S. S. SCHULTZ, *M. D.*

Witness:

W'M MCLAIN.

Dated at Danville, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2537 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MILO R. EAMES.

Witness:

H. M. EAMES.

Dated at Buffalo, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2538 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 10,000 1st-mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

(Signed) DUDLEY R. CHILD.

Witness:

W. C. ELLIS.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2539 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. E. LINNELL.

Witness:

JOHN WILLARD.

Dated at Norwich, C't, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2540 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st mortgage and of one 2d-mortgage bond of the Central Railroad company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN A. SHAW.

Witness:

SAMUEL A. SHAW.

Dated at Milton, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2541 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 2259 $1,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. D. BACON.

Witness:

ELLEN M. BACON.

Dated at Sharon, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2542 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two 1,000 doll. 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SIMON COHEN.

Witness:
W. O. ELLIS.

Dated at Boston, Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2543 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of four of $500 each, 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous dates to the contrary notwithstanding.

(Signed) W'M SAVERY.

Witness:
MARY P. SAVERY.

Dated at Carver, Mass., Nov. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2544 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of six $500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) EPHRAIM U. HIDDEN.

Witness:
EMILY P. HIDDEN.

Dated at Middleboro, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2545 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of four thousand 1st-mortgage and of mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **ELIJAH COLBURN.**

Witness:

CHARLES F. STETSON.

Dated at Nashua, N. H., Nov. 2, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2546 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,000.00 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **J. H. WOODBURY.**

Witness:

E. P. SYLVESTER.

Dated at Boston, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2547 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of seven thousand five hundred 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **ESLE BANKER.**

Witness:

A. V'M DOTY.

Dated at Schenectady, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2548 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 (two thousand d'l's) 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **JAMES WILLITS.**

Witness:

A. L. HATCH.

Dated at New York, Nov. 1, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2549 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,000, No. 335, 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SEWALL WATSON.

Witness:
W. D. HILL.

Dated at Bath, Maine, Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2550 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 937, 938, 939, 1965, 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) N. H. GRIFFIN.

Witness:
J. F. EATON.

Dated at Williamstown, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2551 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $4,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DAVID C. WEBBER.

Witness:
A. CLARK FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2552 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,000, 3 shares each, 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitious of previous date to the contrary notwithstanding.

(Signed) JAMES A. STETSON.

Witness:

THOMAS FENNE.

Dated at Quincy, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2553 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage, and of 2,000$ in 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. J. NYCUM.

Witness:

JOHN DU BOIS.

Dated at Everett, P'a, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2554 To the honorable judges of the circuit court of the United States' district of Iowa:

The undersigned, holder of one 1st mortgage and of bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SAM'L D. HITCHCOCK.

Witness:

S. N. FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2555 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 500$ each of the 1st-mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for

the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) THAD'S C. DEFRIETZ.
GEORGE PALMER.

Witness:
JAMES CODD.

Dated at Nantucket, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2556 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JAMES CODD.

Witness:
D. M. BUNKER.

Dated at Nantucket, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2557 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) D. M. BUNKER.

Witness:
JAMES CODD.

Dated at Nantucket, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2558 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one (one thousand dollar) bond of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for

the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MILLEY ESTES.

Witness:

JEFFERSON BISBEE.

Dated at Brockton, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2559 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two 500 1st mortgage and of no 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MARY S. PECKHAM.

Witness:

JOHN G. PECKHAM.

Dated at Poplar Ridge, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2560 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of fifteen 1st mortgage and of no 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) AUG. A. HAYES.

Witness:

HENRIETTA B. HAYES.

Dated at Brookline, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2561 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of fourteen 1st mortgage and of no 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for

the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SOPHIE W. DANA.

Witness:

C. E. FULLER.

Dated at , Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2562 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage and of 2 1,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOSEPH B. CORNINGS.

Witness:

GEORGE FRENCH.

Dated at Cornish Flat, N. H., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2563 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $6,500.00 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) RYES HERMANS.

Witness:

CARTH W. HERRICK.

Dated at Nassua, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2564 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signature to petitions of previous date to the contrary notwithstanding.

(Signed) G. B. SMITH.

Witness:

CHARLES ALEXANDER.

Dated at Boston, Nov. 6th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2565 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage and of one 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) T. W. WHITING.

Witness:

Dated at , Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2566 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W. H. KNIGHT.

Witness:

S. N. FULLER.

Dated at Boston, Dec. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2567 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $3,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) RUSSELL DOWNER.

Witness:

JOEL D. SMITH.

Dated at Castleton, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2568 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of 1st mortgage and of five 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WALTER M. WHITON.

Witness:

C. ALEXANDER.

Dated at Boston, Nov. 16th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2569 No. 1509.

To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 500.00 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) H. G. O. & T. M. CHASE.

Witness:

E. J. CHASE.

Dated at West Newbury, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2570 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of ten $1,000 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WELLESLEY W. BOWDISH,
3042 119th St., New York City.

Witness:

A. L. HATCH.

Dated at New York, Nov. 16th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2571 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 1278, $500, 1st mortgage, and of No.

645, $1,000, 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MINNA GRUTH.

Witness:

F. A. GRUTH.

Dated at Philadelphia, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2572 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned holder, as agent, No. 6215, 480, 576, of two thousand doll's, 1st mortgage, and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) G. W. HERBERT,
Agent for A. A. Green.

Witness:

JOSIAH H. PARTRIDGE.

Dated at Bucksport, Me., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2573 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two thousand doll's 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) G. W. HERBERT,
Tr B. S. Bank, $1,000.
G. W. HERBERT,
Self, $1,000.

Witness:

JOSIAH H. PARTRIDGE.

Dated at Bucksport, Me., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2574 No. 1601.

To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder, of one $500 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CLARA HERBERT.

Witness:

GEO. W. HERBERT.

Dated at Bucksport, Me., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2575 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 1st mortgage of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent petson, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MARIA M. NORTON.

Witness:

LIZZIE NORTON.

Dated at Stockbridge, Mass., Nov. 14th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2576 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two thousand (2,000) doll's 1st mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) OLIVER BARD.

Witness:

G. D. EVERETT.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2577 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 1st mortgage bonds of the Central

Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HIRAM W. MASTEN.

Witness:

JOEL D. SMITH.

Dated at Castleton, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2578 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of doll's $1,500 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. R. FROTHINGHAM.

Witness:

ALEX. EAGLES, J'r.

Dated at New York, Nov. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2579 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $10,000 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) R. C. JOHNSON,
Belfast, Me.

Witness:

G. G. STOREY,

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2580 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JONAS B. DAVIS.

Witness:

L. N. BARNARD.

Dated at , Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2581 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,727 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ANNA M. PARKER.

Witness:

ADA J. CLARK.

Dated at Concord, N. H., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2582 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, agent of the holder of the 8,000$ 1st mortgage and of $1,000 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SIDNEY A. DWIGHT.

Witness:

Dated at Coxsackie, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2583 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,500$\frac{00}{100}$ 1st-mortgage and of bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HIRAM READ.

Witness:

HENRY K. READ.

Dated at Greene, N. Y., Chenango Co., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2584 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of Nos. 102 & 240 1st-mortgage of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ELIZABETH C. LEONARD.

Witness:

J. T. SAVILLE.

Dated at Needham, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2585 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage and of one 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) M. P. ELLIOT,
37 Court S't, Boston.

Witness:

C. E. FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2586 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of eight bonds of one thousand dollars each, 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOSEPH POTTERS.

Witness:

HENRY FOSTER.

Dated at Westerly, R. I., Nov. 12th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2587 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of $2,000 1st-mortgage bonds, of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W. C. FOOTE.

Witness:

A. L. HATCH.

Dated at New York, Nov. 14th, 1874.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2588 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1638, 2522, 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN T. GARILLE.

Witness:

Dated at Needham, M., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2589 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of a bond of $1,000 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. JAY DANA.

Witness:

LIZZIE CLARKE.

Dated at Hinsdale, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2590 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of one 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DAVID W. CUNNINGHAM.

Witness:
S. C. THOMPSON.

Dated at So. Framingham, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2591 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 2707, $1,000, 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of N. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) EMMA POTT.

Witness:
L. F. WHITNEY.

Dated at Pottsville, Nov. 18th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2592 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of ten 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) F. H. WOLCOTT,
Trustee.

Witness:
ALICE WOLCOTT.

Dated at New York, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2593 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of #2584, #2585, #2586, $3,000, 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DAVID COLLINS.

Witness:

SAMUEL J. WELLS.

Dated at Fayetteville, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2594 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of #930, #1970, $2,000, 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ARNOLD REMINGTON.

Witness:

SAMUEL J. WELLS.

Dated at Fayetteville, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2595 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 3, a' $500, 1st-mortgage and of one $1,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) LUDWIG FLENTJE.

Witness:

OSCAR STORCK.

Dated at Mauch Chunk, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2596 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500 1st-mortgage bonds of the Central

Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) FREDERICK C. FLYES.

Witness:
A. L. HATCH.

Dated at New York, Nov. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2597 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holders of $20,500 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed)
SILAS M. SMITH.
S. B. WILLIAMS.
PLINY EARLE.
EDWARD L. CLARK.
M. H. SPAULDING.
Att'y' for Annie M. Clark, Mary S. Tenney, Chester Smith, Sarah M. Lyman.

Witness:
HENRY ROBERTS.

Dated at Northampton, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2598 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500 1st-mortgage and of $1,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOSEPH TANNEBECKER.

Witness:
JOHN J. CUSTAR.

Dated at Norristown, P'a, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2599 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one thousand 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN A. MAYER.

Witness:
J. F. Bleckley.

Dated at Mauch Chunk, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2600 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) GILES B. KELLOGG,
Executor, &c., of Nathan S. S. Beman, dec'd.

Witness:
Tracy C. Becker.

Dated at Troy, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2601 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of ten (10) $10,000 1st-mortgage of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

Bonds are registered in my name. My permanent address is P. O. box 353, Rahway, N. J.—G. W. S.

(Signed) G. W. STODDARD.

Witness:
S. B. Readman.

Dated at Binghamton, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2602 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five $1,000 # 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) EDWARD K. STOW.

Witness:
Irving Hayner.

Dated at Troy, N. Y., Nov. 9, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2603 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) GOOLD HOYT.

Witness:
H. J. Andrus.

Dated at New York, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2604 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $3,000 1st-mortgage and of $2,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) LORY ODELL.

Witness:
A. Sidney Wentworth.

Dated at Portsmouth, N. H., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2605 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of fifteen hundred 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HENRIETTA SISLER.

Witness:
ANNIE WAGNER.

Dated at Norristown, Penn., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2606 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MARY PENNYPACKER.

Witness:
JACOB PENNYPACKER.

Dated at Norristown, Penn., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2607 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,500 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, requests the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DAVID RIGSLEY.

Witness:
T. F. CLAPP.

Dated at Tewksbury, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2608 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 3 $1,000 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WILLIAM R. HAM.

Witness:
PHILLIP NULLER.

Dated at Madalin, D. C., N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 21, 1875. Geo. B. Corkhill, clerk.

2609 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $5,000 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) E. W. B. CANNING.

Witness:
A. L. HATCH.

Dated at New York, Nov. 9, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2610 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of fifteen hundred ($1,500) 1st mortgage *mortgage* bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JESSE COMSTOCK,
By P. C. TURNER,
His Att'y.

Witness:
GEO. B. PREST.

Dated at N. London, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2611 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,000 2d mortgage bonds of the Central

Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MURRAY H. HALL.

Witness:

A. L. HATCH.

Dated at N. Y. City, Nov. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2612 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st mortgage and of 2d mortgage *2d mortgage* bonds of the Central Railroad Company of Iowa, requests the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SILOAM SPAULDING.

Witness:

D. G. SPAULDING.

Dated at Cornish Flat, N. H., Nov. 9, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2613 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, John H. Chedell, of Auburn, N. Y., holder of fifteen 1st mortgage, and Nelson Beardsley of same place, holder of ten 1st mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JNO. H. CHEDELL.
N. BEARDSLEY.

Witness:

A. L. PALEUW.

Dated at Auburn, N. Y., Nov. 4th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) J. H. Chedell, 15 m. Nelson Beardsley, 10 m.—25 1st mortg.

2614 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 557 of $500 1st mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. B. BLISS.

Witness:
H. C. BLISS.

Dated at Warren, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2615 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one thousand 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOSEPH SUPPLEE.

Witness:
HARRY DAVIS.

Dated at Norristown, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2616 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of five 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) HENRY WARD.

Witness:
CHARLES ALEXANDER.

Dated at Boston, Nov. 7, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2617 To the honorable judges of the circuit court of the United States district of Iowa:

The undersigned, holder of $3,000 1st-mortgage and of 2d-mortgag bonds of the Central Railroad Company of Iowa, request the court t see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JAS. S. ORTON.

Witness:

THEO. F. OLMSTED.

Dated at Geneseo, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2618 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of sixteen 1st-mortgage and of # 2d-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of paid property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHARLES ALEXANDER.

Witness:

C. C. GILMAN.

Dated Boston, Nov. 7, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2619 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $3,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) THEO. F. OLMSTED.

Witness:

JA'S S. O'TON.

Dated at Geneseo, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2620 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W'M AMES, 2.

Witness:
S. N. FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

(In pencil:) 1,000 bonds; No'. 2753, 2756.

2621 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one 1st-mortgage and of one 2d-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ANDREW J. SAVAGE.

Witness:
S. N. FULLER.

Dated at Boston, Nov. 7*st*, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2622 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 5,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request' the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN CROMWELL.

Witness:
ELIZABETH CROMWELL.

Dated at Moodna, Orange Co., N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2623 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage and of 2d-mortgag
bonds of the Central Railroad Company of Iowa, request' the court t
see that an impartial, disinterested, competent person, who has heret
fore had no connection in the ownership or management of said prop

erty, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ISAAC JOHNSON.

Witness:
WILLIAM P. ELLIS.

Dated at Eagleville, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2624 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $4,000 1st-mortgage and of $2,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) B. E. POTTER & BRO.

Witness:
E. W. WHITEHOUSE.

Dated at Augusta, Me., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2625 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $4,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) J. MONROE CLARK,
By P. C. TURNER, *His Att'y.*

Witness:
GEO. B. PREST.

Dated at N. London, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2626 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two of 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MARGARET H. LAMAR.

Witness:
Mary Hollingsworth.
Jno. H. Lamar.

Dated at , Nov. 1st, 1874.

(Endorsed:) Denomination, $500; Nos. 593 & 594. Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2627 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500.00 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signature, to petitions of previous date to the contrary notwithstanding.

(Signed) ZENAS M. PECK.

Witness:

Dated at Greenwich, Ct., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2628 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of six thousand ($6,000) 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHA'S H. ROCKWELL.

Witness:
A. L. Hatch.

Dated at New York, Nov. 6th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2629 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500, No. 27, 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who ha heretofore had no connection in the ownership or management of sai property, be appointed as receiver of the road, for the benefit of a parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JAMES N. HOUSTON.

Witness:

THOMAS H. LEASE.

Dated at Middletown, Orange Co., N. Y., Dec. 18th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2630 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500, $1,000, and No.' 2007, 1457, 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JAMES R. GIBSON.

Witness:

HANSON C. GIBSON.

Dated at New York, Dec. 8th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, Clerk.

2631 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) MORGAN WASHBURN.

Witness:

A. L. HATCH.

Dated at New York, Dec. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2632 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 4,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to ee that an impartial, disinterested, competent person, who has hereto- ore had no connection in the ownership or management of said prop- rty, be appointed as receiver of the road, for the benefit of all parties ncerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) WILLIAM J. NICKERSON.

Witness:

Dated at Boston, Dec. 14th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2633 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of four thousand ($4,000) 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) PETER A. PALMER.

Witness:
H. B. MILLARD.

Dated at Lansingburgh, New York, Dec. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2634 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) C. M. GALUSHA.

Witness:
H. GALUSHA.

Dated at Troy, N. Y., Dec. 12th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2635 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three thousand 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for th

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) ABRAM O. CLUTE.

Witness:

ABR'M DOTY,

Dated at Schenectady, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2636 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) CHARLES B. PEABODY.

Witness:

A. CLARK FULLER.

Dated at Boston, 29 Dec., 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2637 To the honorable judges of the circuit court of the United States' district of Iowa:

The undersigned, holder of $500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN M. BREWSTER,
Of Pittsfield, Mass.

Witness:

A. L. HATCH.

Dated at New York, Dec. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2638 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1,500 1st-mortgage and of 1,000 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) RUBEN RICE.

Witness:

S. N. FULLER.

Dated at Boston, Dec. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2639 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of four thousand dollars 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest againist the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) M. E. THOMPSON.

Witness:

W. H. DEARBORN.

Dated at Lowell, Massachusetts, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2640 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of No. 1251, $1,000 1st mortgage, and of no 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) DANIEL JACKSON.

Witness:

ESTHER E. JACKSON.

Dated at Morrissona, Dec. 2d, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2641 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $2,000 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **A. M. GREENWOOD.**

Witness:

H. R. GREENWOOD.

Dated at Gardner, Mass., Dec. 28th, 1874.

(Endorsed:) Bonds as follows, viz, #1675, 500; #1811, 500; #657, 1,000; $2,000. Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2642 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 2,000 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **LEVI N. KEMP.**

Witness:

S. N. FULLER.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2643 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 4,500 1st mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **A. H. MORSE.**

Witness:

A. CLARK FULLER.

Dated at Boston, Dec. 17th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2644 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $5,500 1st mortgage bonds of the Central Railroad Company of Iowa. request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **JOEL A. SMITH,**
P't National Bank of Castleton, N. Y.

Witness:
CHARLES DOWNER.

Dated at Castleton, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2645 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of thirty-six thousand dollars 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **AB'M DOTY.**

Witness:
CHARLES THOMPSON.

Dated at Schenectady, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2646 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $500 (No. 535) 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) **THO'S C. GIFFORD.**

Witness:
JAMES L. ROBERTSON.

Dated at Cambridge, N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2647 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of Nos. 25, 23, 717, 718, 619, 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) W'M H. ANDERSON,
Executor will of Tho's Nesmeth.

Witness:
GEORGE W. ELY.

Dated at Lowell, Mass., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2648 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of 1st-mortgage and of two 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. J. NYCUMS.

Witness:
J. DU BOIS, *Witness:*

Dated at Everett, Pa., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2649 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of eleven ($11,000) 1st-mortgage and of 2d mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. W. SPENCER.

Witness:
J. F. WARDWELL.

Dated at Boston, Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2650 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $9,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. V. LYNDE.

Witness:

S. N. FULLER.

Dated at Boston, Dec, 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2651 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of $1,500 1st-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) A. V. LYNDE, *Trustee.*

Witness:

S. N. FULLER.

Dated at Boston, Dec. 10, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2652 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of a $500 1st-mortgage (No. 282) and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) EDWARD H. TOWNSEND.

Witness:

W. S. DOWNER.

Dated at Auburn, Cayuga Co., N. Y., Dec. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2653 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of one $1,000 1st-mortgage and of bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JOHN BERUT.

Witness:
E. K. STOW.

Dated at Troy, N. Y., Dec. 10th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2654 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of three thousand 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) PARTHENA DOWS.

Witness:
AB'M DOTY.

Dated at , Dec. 9th, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2655 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of two 1st-mortgage and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) SMITH GRIFFITH.

Witness:
J. B. HUSTED, *Postmaster.*

Dated at Nassau, Rensalear Co., N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2656 To the honorable judges of the circuit court of the United States, district of Iowa:

The undersigned, holder of thirty-nine 1st-mortgage, $1,000 each, and of eight 2d-mortgage bonds, of $1,000, of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the

place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) N. Y. WAREHOUSIH SECURITY CO.,
By JOHN JAMES,
Prest. Holders of above as Collateral Security.

Witness:
A. L. HATCH.

Dated at New York, Nov. 2nd, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2657 To the honorable judges of the circuit court of the United States' district of Iowa:

The undersigned, holder of $1,000 & 500 1st-mortgage, and of 2d-mortgage bonds of the Central Railroad Company of Iowa, request the court to see that an impartial, disinterested, competent person, who has heretofore had no connection in the ownership or management of said property, be appointed as receiver of the road, for the benefit of all parties concerned.

We especially protest against the selection of D. N. Pickering for the place, signatures to petitions of previous date to the contrary notwithstanding.

(Signed) JEREMIAH LINK.

Witness:
SMITH GRIFFITH.

Dated at Nassau, Rensalear Co., N. Y., Nov. 1st, 1874.

(Endorsed:) Filed Oct. 11, 1875. Geo. B. Corkhill, clerk.

2658 AUBURN, N. Y., *Nov.* 10, 1874.

GENTLEMEN: Having but one copy of the petition, M'r Beardsley and myself have both signed it. If it is not satisfactory in this shape return it and we will procure separate ones. We have 10 1st-bonds of $1,000, and 10 do. of $500. M'r Beardsley has 10 of $1,000.

Respectfully, &c.,
JNO. H. CHEDELL.

SMITH DUNCOMBE.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2659 AUGUSTA, ME., *Nov. 7th*, 1874.

Mess. SMITH & DUNCOMBE:

GENTLEMEN: At the request of M'r H. J. Boardman, of Boston, we have signed the accompanying petition to the U. S. court, in regard to the app't of a receiver that will act for and behalf of the interest of all the bondholders, and forward same to you, as directed by H. J. B., esq.

Please present the same to the court, and oblige yours, resp'y,
R. E. POTTER & BRO.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2660 35 COURT ST., BOSTON, *Oct. 28th*, 1874.

DEAR SIR: In the suit brought by us in the United States court, at Des Moines, Iowa, 13th inst., it was decided that the right of foreclosure belonged to a minority, and the trustees have now joined us as co-plaintiffs. The court has taken possession of the property and appointed D. N. Pickering, former superintendent, temporary receiver,

until first week in December, when the application will be argued. Strenuous efforts are being made, from obvious motives, by the present administration to retain him in this position. We believe that the mis-
fortunes of the company are largely attributable to his manage-
2661 ment, and cannot see why he should be more successful in the
administration of the company's affairs as receiver than he was
as superintendent.

We shall soon be ready to issue a full report to bondholders of our proceedings as a committee, with some suggestions for future action on their part

Please sign the within petition, after filling the blank spaces, and forward at once by mail to our attorneys, Messrs. Smith & Duncombe, Fort Dodge, Iowa.

Yours, truly,

H. J. BOARDMAN,
Chairman of Bondholders Com.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2662 35 COURT S'T, BOSTON,
Oct. 28th, 1874.

DEAR SIR: In the suit brought by us in the United States court, at Des Moines, Iowa, 13th inst., it was decided that the right of foreclosure belonged to a minority, and the trustees have now joined us as co-plaintiffs.

The court has taken possession of the property, and appointed D. N. Pickering, former superintendent, temporary receiver until first week in December, when the application will be argued. Strenuous efforts are being made, from obvious motives, by the present administration to retain him in this position. We believe that the misfortunes of the com-
pany are largely attributable to his management, and cannot
2663 see why he should be more successful in the administration of
the company's affairs as receiver than he was as superintendent.

We shall soon be ready to issue a full report to bondholders of our proceedings as a committee, with some suggestions for future action on their part.

Please sign the within petition, after filling the blank spaces, and forward at once by mail to our attorneys, Messrs. Smith and Duncombe, Fort Dodge, Iowa.

Yours truly,

H. J. BOARDMAN,
Chairman of Bondholders' Com.

(Indorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2664 35 COURT S'T, BOSTON,
Oct. 28th, 1874.

DEAR SIR: In the suit brought by us in the United States court, at Des Moines, Iowa, 13th inst., it was decided that the right of foreclosure belonged to a minority, and the trustees have now joined us as coplaintiffs.

The court has taken possession of the property, and appointed D. N. Pickering, former superintendent, temporary receiver until first week in December, when the application will be argued. Strenuous efforts are being made, from obvious motives, by the present administration to retain him in this position. We believe that the misfortunes of the company are large' attributable to his management, and cannot see

2665 why he should be more successful in the administration of the company's affairs as receiver than he was as superintendent.

We shall soon be ready to issue a full report to bondholders of our proceedings as a committee, with some suggestions for future action on their part.

Please sign the within petition, after filling the blank spaces, and forward at once by mail to our attorneys, Mess'rs Smith & Duncombe, Fort Dodge, Iowa.

Yours truly,

H. J. BOARDMAN,
Chairman of Bondholders' Com.

(Indorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2666 *Original notice.*

To the Central Railroad of Iowa:

You are hereby notified that on or before the 16th day of April, A. D. 1874, there will be filed in the office of the clerk of the district court of Iowa within and for the county of Marshall the petition of Crerar Adams & Co., claiming of you the sum of three thousand six hundred fifteen & $\frac{36}{100}$ dollars and interest at 6 per cent. per annum from April 29th, 1873, and the foreclosure, establishment, and enforcement of the certain mechanics' lien for said sum, filed Ap'l 29th, 1873, against you, said defendant, and for other equitable relief.

2667 Now, unless you appear and make defence thereto at or before noon of the second day of the next term of said court, to be begun and held at Marshalltown on the 27th day of April, A. D. 1875, your default will entered and a judgment rendered thereon, and decree entered as prayed for in said petition.

Dated this 14th day of April, 1875.

(S'g'd) HENDERSON & NORTON.
Plaintiffs' Attorneys.

Rec'd and served this original notice April 16th, 1875, on def't, the Central Railroad of Iowa, by reading same to their ag't, I. F. Chace, at the office or station of said co. in Marshall T'w'p, Marshall Co., Iowa, and by giving to him (I. F. Chace) a true copy thereof.

Fee, $5.

(S'g'd) E. C. McMILLAN, *Sh'ff,*
By GEO. S. HICKOX,
Deputy.

2668 *Petition. Foreclosure of mechanics' lien. Filed April* 16, 1875. *E. R. Jones, clerk.*

In the district court within and for Marshall County, State of Iowa.
April term, A. D. 1875.

CRERAR ADAMS & Co.
vs.
THE CENTRAL RAILROAD OF IOWA, LUSH, Carter & Co., P. L. Gibbs, Geo. D. Williams, H. J. Boardman, Jno. S. Gilman, Horace Abbott, I'aac M. Cate, Hugh Thornton, A. Edson, John Anderson and Addie Berry, A. D. Jewelson, J. W. Gilman, T. C. Clegg, A. J. Cooper, admr. of est. John Campbell, dec'd, & Kennedy & Kierulff.

Comes now plaintiff and claims of the defendant, the Central Rail

road of Iowa, judgment in the sum of five thousand three hundred eighty-seven & $\frac{21}{100}$ dollars, and interest thereon at six per cent. per annum from and after April 29th, 1873, and also asking the fore-
2669 closure, establishment, and enforcement of their certain mechanics' lien against said defendant, filed April 29th, 1873, in the sum of three thousand six hundred fifteen & $\frac{36}{100}$ dollars, with interest aforesaid, said sum being a part of the amount first above named, and for other relief, and for cause thereof avers:

Par. 1. That said plaintiffs and petitioner herein are a copartnership engaged in the trade and business of furnishing railway equipments and supplies, under the firm name and style as hereinbefore named at the head of this petition.

Par. 2. That the defendant, the Central Railroad of Iowa, is a corporation duly incorporated and organized under the laws of the State of Iowa, and since and on or about the 2nd day of September, 1872, was the owner of and is engaged in the running and operation of a
2670 railroad through the county of Marshall in State aforesaid.

Par. 3. That on or about the 29th day of April, A. D. 1873, your petitioner filed in the office of the clerk of courts of said county of Marshall and State of Iowa, their sworn statement and mechanics' lien against said defendant, the Central Railroad of Iowa, in the sum of three thousand six hundred fifteen & $\frac{36}{100}$ dollars, as will appear more fully upon reference being had to said statement and mechanics' lien so filed, hereto attached marked "Exhibit A," and made a part of this petition.

Par. 4. That your petitioner on or about the 2nd day of September, A. D. 1872, entered into a contract with the defendant, the Central Railroad of Iowa, which contract was verbal and not in writing, to furnish and supply said defendant with materials for the building
2671 and construction of certain buildings and the railroad of said defendant, and the necessary adjuncts to and improvements upon said railroad of said defendant, and upon the right of way of the same and the lots and land of said defendant, which said defendant then and still owns in fee simple, the same lying and situate in said county of Marshall and State of Iowa, to wit: the said right of way of the said defendant, the Central R. R. of Iowa, in and through the said county of Marshall, and the lots and pieces and parcels of land along and on said right of way and the premises adjacent thereto, together with the improvements thereon, including the depot grounds and buildings and the shops and round-house, buildings and grounds; these averments being made and set out in said statement and lien hereto attached and
2672 made a part hereof, marked "Exhibit A."

Par. 5. That under and by virtue of said contract, your petitioners did, on or about and between the days of Sept. 2nd, 1872, and March 15th, 1873, sell, furnish, and supply said defendant with the materials for the construction of its railroad, its road-bed, and the appurtenances to the same, and of its depots and other buildings, as specified in the bill of particulars of the same attached to, marked "Exhibit A," and made a part of the statement and mechanics' lien of petitioners hereto attached and made a part hereof and marked "Exhibit A."

Par. 6. That the aggregate amount of materials so furnished and supplied defendant after deducting all credits and offsetts is the sum of five thousand three hundred eighty-seven & $\frac{21}{100}$ dollars, as will ap-
2673 pear by reference had to the bill of particulars hereinbefore referred to, the same being a part of the "Exhibit A" hereto attached.

Par. 7. That some or a part of the material so furnished defendant were for other and different purposes than permanent improvements, being for running or operating purposes, but just what quality or portion of said materials was so used your petitioners are unable to state, but avers that the amount and value of the materials so used does not exceed the aggregate sum of seventeen hundred seventy-one & $\frac{85}{100}$ dollars.

Par. 8. That after deducting said sum of $1,771.85 used for running and operating purposes from the aggregate amount of material furnished, to wit, $5,387.21, your petitioners were entitled to a 2674 mechanics' lien in the sum of three thousand six hundred fifteen & $\frac{36}{100}$ against said defendant, for which last-named sum said lien was duly filed as hereinbefore stated, as will appear upon reference had to said "Exhibit A" hereto attached and made a part hereof.

Par. 9. That your petitioners are the sole legal and unqualified owners of said mechanics' lien and the amount due therefor, that the same is wholly due and owing petitioners, that no part thereof has been paid whatever.

Par. 10. That said defendants above named aside from said defendant, the Central Railroad of Iowa, have or claim to have some lien or interest in and to realty and permanent improvements of said Central Railroad of Iowa, but whatever lien or interest said defendants 2675 or any of them or each of them have in and thereto, your petitioner avers that the same are junior, inferior, and subordinate to this the lien of your petitioners.

Wherefore your petitioner prays that upon the final hearing of this cause that they have judgment against said defendant, the Central Railroad of Iowa, in the sum of three thousand six hundred and fifteen & $\frac{36}{100}$ dollars and interest thereon at six per cent. per annum from and after April 29th, 1873. And that said mechanics' lien be foreclosed and the amount so found due thereon be decreed and adjudged a lien upon the right of way, lots, and land of said defendant, situate and lying in said Marshall County, Iowa, and upon the permanent improvements, the road-bed, track, building, and structures thereon situated and constructed, and that said lien be established and enforced as by law 2676 in such cases made and provided and in accordance with such law. And that the lien and interest of all defendants named in the title of this suit aside from said C. R. R. of Iowa, be decreed and adjudged to be junior and inferior to this the lien and claim of petitioners; and that your petitioners have their costs herein, and such other and further equitable relief as seemeth consonant and just under the law and equity applicable hereto.

(S'g'd) CRERAR, ADAMS & CO.
By HENDERSON & NORTON,
Their Solicitors.

2677 STATE OF IOWA,
Marshall County, ss:

I, C. M. Norton, being duly sworn, on oath say that I am a member of the firm of Henderson & Norton, solicitors for petitioners in the foregoing action; that I know the contents of the foregoing petition; that the matters therein stated are true, as I verily believe; that "Exhibit A," hereto attached, is the original statement and account of mechanics' lien filed at the time and place same purports to be by petitioners herein.

C. M. NORTON.

Subscribed and sworn to before me, and in my presence, by the said C. M. Norton this 16th day of April, 1875, as witness my hand and seal notarial.

[L. S.] **M. T. WHITNEY,**

Notary Public.

2678 **EXHIBIT A.**

STATE OF ILLINOIS,
County of Cook, ss:

I, J. McGregor Adams, of lawful age, being first duly sworn, on oath state that I am Adams, of the firm of Crerar, Adams & Co., a copartnership doing business in the city of Chicago, county & State aforesaid, under the firm name & style aforesaid; that on or about the 2nd day of September, A. D. 1872, the said Crerar, Adams & Co. made & entered into a contract, verbal and not in writing, with the Central Railroad Company of Iowa to furnish materials for certain buildings on & the construction of the railroad of the said company, & the necessary adjuncts to & improvements upon said railroad and the right of way of the same in & through the county of Marshall & State of Iowa, of which the said Central Railroad Company of Iowa was then, &
2679 is now, the owner in fee simple, to wit, the said right of way of the said Central Railroad Company of Iowa in & through the said county of Marshall, and the lots or pieces & parcels of land along & on said right of way & the premises adjacent thereto, together with the improvements thereon, including the depot, grounds, shop, & roundhouse grounds.

That under & by virtue of said contract the said Crerar, Adams & Co. furnished the materials for the construction of said railroad, its roadbed, & the appurtenances to the same, & to its depots, & other buildings, except as hereinafter stated, as specified in the bill of particulars of said materials hereto attached, marked "Exhibit A," & made a part hereof; that the same amount in the aggregate to the sum of five thousand three hundred eighty-seven & $\frac{21}{100}$ ($5,387.21) dollars, & that there is now due & owing to said Crerar, Adams & Co. from said Cen-
2680 tral Railroad Company of Iowa, after allowing all credits & offsets, the said sum of five thousand three hundred eighty-seven $\frac{21}{100}$ dollars; that some portion of the said materials was & is, or was intended to be, used for other & different purposes than permanent improvements, the same being for running or operating purposes, either of machinery or rolling stock, but I am unable to state exactly what portion of said materials was for such running & operating purposes, but that the aggregate thereof does not exceed the sum of seventeen hundred seventy-one & $\frac{85}{100}$ dollars, leaving a balance for which said Crerar, Adams & Co. are entitled to a lien of three thousand six hundred fifteen & $\frac{36}{100}$ (3,615$\frac{36}{100}$) dollars; that said account, as shown by said bill of particulars, is a just & true account of the materials furnished as aforesaid, & that the prices charged therefor & each of the same
2681 are the reasonable & just prices for the same; that said Crerar, Adams & Co. claim a mechanics' lien upon the road-bed, right of way, depots, buildings, & improvements, & appurtenances thereunto belonging, of whatsoever kind or nature, including the land, lots or parcels of ground on which the same may be or are situated, of said Central Railroad Company of Iowa, in said Marshall County, Iowa.

J. McGREGOR ADAMS.

Subscribed & sworn to before me, & in my presence, by the said J. McGregor Adams this eighth day of April, A. D. 1873, as witness my hand & seal notarial.

[L. S.] **SAMUEL D. PERRY.**
Notary Public.

2682 Exhibit A attached to petition shows bill of particulars for materials furnished amounting to the sum of five thousand three hundred eighty-seven & $\frac{21}{100}$; all in due form and filed in the clerk's office April 29, 1873.

STATE OF IOWA,
Marshall County, ss :

I, E. R. Jones, clerk of the district court of Iowa *of Iowa*, in and for Marshall County, do hereby certify the above and foregoing to be a full, true, and complete copy of the petition & affidavit and original notice in the above-entitled cause.

Witness my hand and seal of district court at my office in the city of Marshalltown.

August 30, 1875.

E. R. JONES, *Clerk.*

2683 ***Transcript of judgment.***

STATE OF IOWA,
Marshall County, ss :

Be it remembered that at a regular term of the district court of Iowa in and for Marshall County, begun and held at the court-house in city of Marshalltown on the 27 day of April, A. D. 1875, at which was present Hon. I. J. Mitchell, sole presiding judge; E. C. McMillan, sheriff of said county, and E. R. Jones, clerk of said court, and now, on the 29 day of April, A. D. 1875, it being the third day of said regular term, the following proceedings, among others, were had and entered of record, to wit :

STATE OF IOWA,
County of Marshall :

In the district court, Apr. term, A. D. 1875.

2684 CREBAR, ADAMS & CO.,
vs.
THE CENT. R. R. OF IOWA, GEO. D. WILLIAMS, Jno. L. Gilman, Horace Abbott, Isaac M. Cate, John Anderson, Addie Berry, H. J. Boardman, A. D. Jewellson, J. W. Gilman, F. O. Clegg, A. J. Cooper, A'd'r Kennedy & Kierulff. } **Decree.**

Be it remembered that on this the 29th day of April, A. D. 1875, it being the 3d day of the same April term of the district court aforesaid, the above-entitled cause came on in its order for hearing; Henderson and Norton appearing as counsel for plaintiffs, and no one appearing for defendants, or any of them, & the court having inspected the original notices, and the service thereon, finds expressly that said defendant, the Cent. R. R. of Iowa, only has been duly and legally served with a sufficient original notice according to law, and in **2685**

season for this term of court; that the subject-matter of suit, and the person of the said def't, the Cent. R. R. of Iowa, is now lawfully in the jurisdiction of the court.

Therefore, by the order of the court, said def't, the Cent. R. R. of Iowa, was three times solemnly & publicly called, yet appeared not, nor any one in its behalf, and said cause being continued for service as to each and every other def't therein named, upon motion of pl'ff's counsel, said def't, the Cent. R. R. of Iowa, is here now adjudged of record to be wholly in default, and the allegations & averments of the petition of pl'ff as to said def't are taken for as confessed; and thereupon it is ordered by the court that this cause proceed as to said def't, so de-
faulted, to a final determination; & after inspection of the plead-
2686 ings, the evidence & proof of plaintiff, & after argument of coun-
sel, the court being duly advised in the premises, it is orde'd, adjudged & decreed that the issues are found for the pl'ff; that the allegations and averments of the petition are true; that the act and statement of mechanics' lien and proceedings thereunder are in full conformity with law; that the same are genuine, just, due, and unpaid; that the pl'ffs are entitled to damages thereunder in the sum of thirty-six hundred fifteen & $\frac{36}{100}$ dollars ($3,615.36), and int. thereon at six p'r centum p'r annum, from Apr. 29, 1873. Therefore a personal judgment is now rendered against the said def't, the Cent. R. R. of Iowa, for the sum of four thousand forty-nine & $\frac{25}{100}$ dollars ($4,049.20) with interest thereon at six p'r c't p'r annum from this date.

And it is further ordered, adjudged and decreed that said state-
2687 ment of mechanics' lien and mechanics' lien be foreclosed, & that
the am't of said jud's so rendered is ordered & adjudged to be a lien & incumbrance, and all and singular the lots, pieces & parcels of land lying contiguous to and adjacent to said right of way. The same being the property of, owned, operated, and used by the said def't, the Cent. R. R. of Iowa, & being, lying & situate in the county of Marshall, State of Iowa, & also upon the road & track upon said right of way & upon all and singular the permanent improvements built and erected on said right of way, and on said lots, pieces or parcels of land, upon all the buildings, erections, depots, round house, machine shops, & all and singular everything appertenant thereto & to said right of way, lots, pieces & parcels of land in said county of Marshall & State of Iowa, and
that the same date from the 2d day Sept., A. D. 1872; that the said
2688 def't, the Cent. R. R. of Iowa, be & is hereby foreclosed of all in-
terest and equity of redemption in & to said premises, except such right of redemption as are especially provided by law.

And it is further ordered, adjudged & decreed that a special execution issue herein directed to the sheriff of said county, requiring him to sell said property, or any right the defendant has therein, or so much thereof or part thereof as may be necessary to satisfy said judgment, interest & costs; and it is further ordered & decreed that judgment also be rendered against def't for the costs of this action taxed at dollars.

STATE OF IOWA,
Marshall County, *ss*:

I, E. R. Jones, clerk of the district court of Iowa, in and for Marshall
County, do hereby certify the above and foregoing to be a full,
2689 true, and complete copy of the judgment entry in the above en-
titled cause, as rendered by said district court, as full, true, and complete as the same remains of record in my office.

In testimony whereof, I hereunto set my hand and affix the seal of said district court at my office, in the city of Marshalltown, this 25 day of August, A. D. 1875.

{ DISTRICT COURT SEAL, } (S'g'd) E. R. JONES,
MARSHALL COUNTY, *Clerk of said Court,*
IOWA. By , *Deputy.*

(Endorsed:) Transcript of judgment. Creer, Adams & Co., vs. Cent. R. R. of Iowa.

2690 *Abstract of judgment.*

Date.	Judg't docket.		Party.	Judgment.	Costs.	Execution.	Satisfaction and remarks.
	Vol.	Page.				Issued and returned.	
April 29, 1875.	E.	17	Creer, Adams & Co. vs. Cent. R. R. of Iowa.	4,049 20	7 35		

STATE OF IOWA,
Marshall County, ss:

I, E. R. Jones, clerk of the district court of said county, hereby certify the foregoing to be a true and correct abstract of the judgment in the above entitled cause.

{ CIRCUIT COURT SEAL } Witness my hand and seal of said court,
MARSHALL COUNTY, this 25 day of August, A. D. 1875.
IOWA. (S'g'd) E. R. JONES, *Clerk,*
By , *Deputy.*

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2691 To the circuit court of the United States, district of Iowa. Oct. term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, & OTHERS,
vs.
CENTRAL R. R. CO. OF IOWA, THE FARMERS' Loan & Trust Co. of New York, trustees.

Interrogatories & answers. D. N. Pickering.

1st. What is your name, age, place of residence, & occupation?

Ans. My name is D. N. Pickering; age 62 years. I reside at Marshalltown, Iowa, & am by occupation gen'l superintendant of the Central Railroad Company of Iowa.

2nd. Did you, as general sup't of the Central R. R. Co. of Iowa, appoint Geo. A. Pruden sec'y pro tem. and authorize him to call a meeting of stockholders Aug. 3d, 1874; and, if so, by whose authority?

Ans. I was notified by M'r Cate, president of the Central R. R. 2692 of Iowa, that Geo. A. Pruden had been appointed secretary of the company by the board of directors.

3d. Was there any authority bestowed on Geo. A. Pruden by the board of directors of the C. R. R. of Iowa to act in the capacity of secretary or as secretary pro tem., or was you authorized in any manner by said board of directors to confer upon said Pruden the position sec'y or sec'y pro tem.?

Ans. I have answered this.

4th. If any authority was given, what was it, and who gave it?

Ans. I received a letter from the president of the company notifying me of the facts.

5th. Who has charge of the secretary's book, the minute book of meetings, & books of record of said co., in absence of said sec'y, or in any vacancy occurred by his discharge or resignation?

Ans. All the books of the company in Iowa are under my charge.

2693 6th. Do you not keep these books and papers under private lock & key at the present time? If not, who has them in charge?

Ans. I do not so keep them. They are kept in the company's safe in the general office, & to which the auditor and cashier have access.

7th. Did L. G. Bale, the former sec'y, resign or was he discharged? If discharged, by whom? And if he resigned, was it at your suggestion, instigation, or request?

Ans. He resigned. It was not at my instigation, suggestion, or request.

8th. Are you familiar with the bye-laws of the said C. R. R. Co. of Iowa, and, if so, have you read bye-law No. 3, and what is its substance as near as you can recollect?

Ans. I cannot tell without referring to the by-laws & examining them.

2694 9th. Are you familiar with the so-called monthly reports of the Central R. R. Co. of Iowa furnished by the auditor of said co. to its directors?

Ans. I am.

10th. Has the $3,500 per month which was charged in said reports from Jan'y 1st, 1874, to July 1st, 1874, inclusive, as a disbursement for car rent due to the Missouri Car & Foundry Co. of S't Louis?

Ans. The monthly statements were issued to the directors & officers of the road. It is a statement of the monthly earnings and expenses as they would appear if paid, & this amount was included in that statement in that manner.

11th. Was this acc't as stated to them?

Ans. I cannot answer. I do not understand the question.

12th. If not due to car co. named in interrogatory 10, to whom was it due?

Ans. It was due to the car company under the lease.

2695 13th. Was it paid?

Ans. From the time the cars came on to the road to the present time there have been three payments made.

14th. Do you accept the time-drafts of the men given on the co. of which you are merely sup't?

Ans. I do.

15th. By whose authority do you thus sign your name?

Ans. By the general authority conferred upon me as general superintendent of the road.

15th. Are you aware that the bye-laws of the C. R. R. Co. only allow the presd. & sec'y of said co. to give its obligations for contracts or notes, & the presd. alone for paper which is intended to merely cover the operation of the road?

Ans. I presume the board of directors are competent to give such authority as I exercise.

2696 17th. Do you believe that you are incurring any personal liability for acceptances thus signed by you unlawfully?

Ans. No; nor do I consider it unlawfully.

18th. Is the auditor allowed to audit all bills & accounts without first submitting such bills & ac. to you?

Ans. He is not.

19th. Is the acting fr't ag't allowed to make regular or special tariffs for freights without first consulting you?

Ans. It is his custom to consult me on such matters, but under general instructions he has that power.

20th. Do you claim to control the chief engineer of the road in his estimates and disbursements in his departments?

Ans. I consider it within my province, &, on occasions when I think it proper, do so.

21st. Has he at any time had any personal altercation with you on account of refusal on your part to give him the necessary help, 2697 material, or transportation, to enable him to keep track & bridges in such repair and condition as he believed the road needed for its safety?

Ans. No.

22nd. Do you consider yourself the custodian of the moneys earned by the said railroad co. in Iowa?

Ans. I do.

23rd. If you answer in the affirmative, state if you have ever given bonds for its safe handling.

Ans. No.

24th. Have you ever required any of your officers in general offices, to wit, Cashier Bates, Fr't Ag't Jewett, Sec. Pruden, Auditor Fletcher, Stock Ag't S't John, Gen. Tic. Ag't Russell, or any others handling moneys of co., to give bonds?

Ans. No; but it is the duty of the auditor to examine all the money accounts of all the offices.

2698 25th. If so, state who has done so, & for what am't.

Ans. Answered.

26th. Further state, if you gave bonds, or any of officers named, if they did so previous to Aug. 1st, 1874, or before the hearing for a receiver was held in Davenport, Aug. 11th, 1874.

Ans. I have answered this.

27th. Previous to your engagement with the C. R. R. Co. of I. did you not occupy a position of foreman or master mechanic of the Norfolk road, in process of construction?

Ans. I did not.

28th. What was the position?

Ans. There was a Norfolk County Railroad, of which I was superintendant after it was constructed.

2699 29th. While acting in that capacity did you not receive the sum of six thousand dollars, more or less, belonging to some of the parties interested in said co., and do you not still retain the same?

Ans. No.

30th. As sup't, do you know that bonds are required by the auditor of station ag't' along the line of the C. R. R. of I.?

Ans. Yes; and they give them.

31st. Have they invariably done so; that is, have they given proper bonds?

Ans. They have given bonds that are deemed to be ample, with the exception of one agent who was appointed during M'r Gilman's presidency, who had not & has not since given bonds. He refused to give bonds, &, being an excellent agent, I have not deemed it advisable to discharge him for that cause.

32nd. Has the company suffered any losses from defalcations
2700 of station agents since Jan'y 1st, 1873, to present time? If so, state who, & for what am'ts.

Ans. It has, in two instances; one was the case of the former secretary of the company, appointed during M'r Gilman's administration. He was agent at the Eldora station. He appropriated the co.'s funds to his own use, to the amount of about six hundred dollars, & I at once discharged him. He had given no bonds. Another agent of said stations, appointed by me, appropriated funds of the company. He was away. The sum of his defalcation was about five hundred dollars. He had given bonds, & I have directed suit on them.

33d. In the losses which occurred, have you ever recovered anything from bondsmen to make good losses thus occasioned? If so, in what cases, & to what am't?

Ans. I have answered.

34th. Have you ever solicited people to sign a petition that you be retained receiver (in case receiver be appointed) of the C. R. R.
2701 Co. of I., or have you suggested or acquiessed that M'r Willigood or M'r Sears, of Marshalltown, should circulate such petitions in your behalf?

Ans. Never. They were all voluntary acts on their parts.

(Signed) DANIEL N. PICKERING.

Subscribed & sworn to before me, in my presence, by the said D. N. Pickering, this 31st day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Iowa.

(Endorsed:) August 31st, 1874. Affidavit of D. N. Pickering taken by plaintiffs.

Rec'd copy hereof. Aug. 31st, 1874.

BROWN & SEARS,
H. E. J. BOARDMAN,
Def'ts' Att'ys.

2702 I, H. J. Boardman, of Boston, Massachusetts, on oath say: That I am a member of the committe' of bondholders of the Central Railroad Co. of Iowa. That I have carefully examined into the facts relating to Mess'rs C. E. Fuller & Co.'s connection with a debt of $47,000 against said railroad co., held by them, & $33,000 second and $55,000 third mortgage bonds of said railroad co. which were pledged as collateral therewith, and I am not convinced that the said Fuller & Co. have ever properly accounted for their conduct in the treatment of $9,000 of said second-mortgage bonds. That the answer of said Fuller to my enquiries with reference to this matter is quite unsatisfactory. That M'r T. Quincy Browne is a relative of said Fuller, and they are on terms of great intimacy; that I have reason to believe said Browne is serving said Fuller in this transaction, & that the $17,000 second-mortgage bonds of said railroad co. which the said Browne is pretending to represent in the reorganization of the affairs of said road are a part of the $19,000 of the ownership of which said railroad co. has never been
2703 legally deprived. That proceedings looking to the recovery of said $19,000 bonds have already been instituted.

(Signed) H. J. BOARDMAN.

STATE OF MASSACHUSETTS,
Suffolk, ss:

CITY OF BOSTON, *Oct.* 7, 1875.

Personally appeared before me, Henry D. Clary, a notary public duly commissioned and sworn, the above-named H. J. Boardman, and acknowledged the foregoing statement by him subscribed to be his free act & deed.

In witness whereof I have hereunto set my hand & seal of office the day & year above written.

[SEAL.] (Signed) HENRY D. CLARY,
Notary Public.

(Indorsed:) Affidavit of H. J. Boardman as to Browne's bonds. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2704 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

I, Addie E. Berry, do swear that I am administratrix of the estate of W'm E. Berry, deceased, and that as administratrix of said estate, I, on the 3d day of Oct., 1874, recovered in the circuit court of the county of Marshall, in the State of Iowa, a judgment against the Central Railroad Company of Iowa for five thousand dollars ($5,000), and costs of suit, said judgment bearing interest at 6 per cent. from the date of the rendition thereof. That said cause was appealed by said defendant to the supreme court Iowa, and said judgment affirmed with costs of said appeal at the June term of said court at Des Moines, Iowa, in 1875. That said judgment was rendered on account of personal injuries sustained by my husband W'm E. Berry, caused by the negligence of
2705 the employees of said company; said judgment was rendered for damages on account of an injury to the person of said W'm E. Berry, resulting in the death of said W'm E. Berry.

A copy of the records in said cause duly certified is hereto attached, and herewith presented, and made a part hereof.

That said judgment has never been paid or satisfied, or any part thereof. I hold no collateral security of any kind for the debt or injury on account of which the said judgment was rendered, either in the form of bonds or otherwise, and have never held any such security, or security of any kind or amount whatever, for and by reason of said claim or judgment.

I claim a prior lien to each and all of the mortgages upon said railway under section 1309 of the code of Iowa of 1873, and under chapter 169 of the laws of Iowa enacted in 1862.

(Signed) ADDIE E. BERRY.

2706 Subscribed in my presence and sworn to before me this 26th day of August, 1875, by the above-named Addie E. Berry.

[SEAL.] JOHN F. LACEY,
Notary Public.

(Indorsed:) Affidavit of Berry. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2707 In the circuit court of the United States, district of Iowa, May term, 1875.

THE FARMERS' LOAN AND TRUST COMPANY
against
THE CENTRAL RAILROAD COMPANY OF IOWA.

STATE OF NEW YORK,
City and County of New York, ss:

R. G. Rolston, being duly sworn, says: That his age is forty-two years, and that he resides at Madison avenue, in the city of New York. That he is president of the Farmers' Loan and Trust Company, doing business at the corner of William street and Exchange Place, in the city of New York. That said Farmers' Loan and Trust Company has acted as trustee for the Central Railroad Company of Iowa, in their issue of 2708 first, second, and third mortgage bonds, and that since the failure of said company to promptly pay the semi-annual coupon interest on the said first and second mortgage bonds, the said company, trustee as aforesaid, has been requested by many holders of the said bonds to commence proceedings in foreclosure of the mortgages by which the said bonds were secured, which said trustee has done.

He further deposes and says that the said Farmers' Loan and Trust Company as such trustee, has received petitions in the form of the petition hereto annexed, numbered four (4), and marked "A," in the exhibit duly signed and witnessed on the part of the holders of first-mortgage bonds to the amount of six hundred and fifty-eight thousand five hundred ($658,500) dollars, the said petitions being accompanied by deposits of first-mortgage bonds to the amount of five hundred and ten thousand dollars ($510,000). That the said trustee has received petitions representing the sum of one hundred and fifty-seven thousand 2709 ($157,000) dollars of second mortgage bonds, said petitions being in the form of petition No. 4, marked "A," hereto annexed, and the said petitions being accompanied by deposits of second-mortgage bonds to the amount of ninety-seven thousand ($97,000) dollars. That the said trustee for the bonds thus received has issued a receipt in the form hereto annexed, marked "B."

(Signed) R. G. ROLSTON.

Sworn to before me this 3d day of April, 1875.

[SEAL.] (Signed) W. D. SEARLS, #76,
Notary Public, New York County.

STATE OF NEW YORK,
City and County of New York, ss:

I, William Walsh, clerk of the city and county of New York, and also clerk of the supreme court for the said city and county, being a court of record, do hereby certify that W. D. Searls, before whom the annexed deposition was taken, was at the time of taking the same a notary public of New York, dwelling in said city and county, duly appointed and sworn, and authorized to administer oaths to be used in any court in said State, and for general purposes, and that his signature thereto is genuine as I verily believe.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court & county the 30th day of April, 1875.

[NEW YORK SEAL.] (Signed) W'M WALSH, *Clerk.*

2710 **EXHIBIT A.**

Bondholders' petition.

(Form No. 4.)

To the Farmers' Loan and Trust Company, 26 Exchange Place, New York City, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, , of , State of , am the holder of first-mortgage bonds of the Central Railroad Co. of Iowa, denomination , and numbered , and of second-mortgage bonds, denomination , and numbered

I have received the printed report of H. J. Boardman, Charles Alexander, and A. V. Lynde, of Boston, members of the bondholders' committee, dated December 26th, 1874, with your circular.

I hereby avail myself of the protective stipulations in the mortgage of said company securing the bonds held by me, and in accordance therewith desire you in the execution of your trust to purchase said property, and deliver to me or to my order the S't Louis, Iowa, and Minnesota Railroad Co.'s securities to which I may be entitled by virtue of my ownership of the bonds aforementioned, providing a majority of the holders of the bonds should request like action, and the property and franchises 2711 of the Central Railroad Company of Iowa thereby pass into the hands of said company.

Under the above conditions I hereby constitute and appoint the Farmers' Loan and Trust Company of New York City my true and lawful agent, attorney, proxy for me and in my name, stead, and behalf, to do and perform any and all acts necessary in the premises.

(Signed)

Witness:

(Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds, 1st, or 2d, denomination, 500 or 1,000, numbers of each, date, witness.)

2712 **EXHIBIT B.**

[R. G. Rolston, pres't; Geo. F. Talman, v. pres't; Geo. P. Fitch, sec'y; R. C. Boyd, ass't sec'y. P. O. box 1510.]

No. .

OFFICE OF THE FARMERS' LOAN AND TRUST COMPANY,
26 *Exchange Place, cor. William street, New York,* 187 .

Received from mortgage 7 per cent. bond of the Central Railroad Company of Iowa, of dollars each, and numbered with coupons attached, from and including 187 . Said bond deposited for the purpose of foreclosure of the mortgage under which they were issued.

THE FARMERS' LOAN AND TRUST CO.
Trustees,
By , *President.*

$.

(Indorsed:) R. G. Rolston, affidavit, 1875. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2713 FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL R. R. CO. OF IOWA.

STATE OF IOWA,
Marshall County, ss:

TO LEWIS M. FISHER,
Master in Chancery:

I, D. N. Pickering, being first duly sworn, on oath say: I am general superintendent of the Central Railroad Company of Iowa, and also receiver thereof, and I further state that I now have in my possession fourteen (14) $1,000.00 Central Railroad Company of Iowa 3d mortgage 7 % traffic bonds, being Nos. 385 to 398, inclusive, and amounting in all to $14,000.00, exclusive of interest; and I further say that in my report of the bonds made in September, 1875, I overlooked the above bonds and just discovered the same; that said bonds are the property of Isaac M. Cate, as I verily believe.

(Signed) D. N. PICKERING.

Subscribed and sworn to before me and in my presence by D. N. Pickering, this October 1st, 1875, as witness my hand and seal notarial.

[SEAL.] (Signed) R. E. SEARS,
Notary Public, Marshall Co., Iowa.

2714 (Indorsed:) Farmers' Loan and Trust Co. vs. Central R. R. Co. of Iowa. Affidavit of D. N. Pickering regarding 14 bonds, $1,000.00 each, of 3rd mortgage. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2715 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
and others.

I, D. N. Pickering, on oath state that I am the receiver of the property of every description of the said Central Railroad Company of Iowa. That there are now in my possession as such receiver the numbers and amounts of the 3d-mortgage bonds of the said company as follows, to wit:

Nos.	1- 2,	inc.,	2 ×	$1,000	each	$2,000
"	23- 25,	"	3 ×	1,000	"	3,000
"	35- 71,	"	37 ×	1,000	"	37,000
"	75- 85,	"	11 ×	1,000	"	11,000
"	96,	"	1 ×	1,000	"	1,000
"	98-106,	"	9 ×	1,000	"	9,000
"	113-116,	"	4 ×	1,000	"	4,000
"	147-156,	"	10 ×	1,000	"	10,000
"	172-183,	"	12 ×	1,000	"	12,000
"	185-213,	"	29 ×	1,000	"	29,000
"	234-236,	"	3 ×	1,000	"	3,000
"	556-700,	"	145 ×	1,000	"	145,000
Making a total of						$266,000

in amount of said bonds.

2716 That said bonds have all been completely executed, being signed by the president, secretary, and treasurer of said Central Railroad Company of Iowa, and endorsed and countersigned by R. G. Rolston, president of the Farmers' Loan & Trust Company, for that company as trustee under said mortgage; that I have made a careful search among the books & papers of said company in my possession, and the bonds, numbers above given, are all that can be found; that there are in my possession blank third-mortgage bonds, unexecuted by either the officers of the company or the trustee, the Farmers' Loan & Trust Company, Nos. 701 to 1499, inclusive, making 799 bonds.

And further affiant saith not.

Subscribed and sworn to before me and in my presence by the said D. N. Pickering this the 11th day of Sept., A. D. 1875.

[SEAL.] (Signed) H. E. J. BOARDMAN,
Notary Public, Marshall Co., Iowa.

(Indorsed:) In the circuit court of the United States for the district of Iowa. Affidavit of Pickering as to bonds in his hands. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2717 In cir. c't of U. S., Oct. T., 1'75. Affidavit.

FARMERS' LOAN AND TRUST CO.
vs.
THE CENTRAL R. R. OF IOWA ET AL.

I, H. E. J. Boardman, on oath say, some time during the month of September, 1875, I caused the articles of incorporation of the "Central Iowa Railway Co." to be copied & written out, being the same shown in the so-called compromise plan of the New York & Boston committees of bondholders of the Central R. R. of Iowa, a copy of which said articles are to be found annexed to an affidavit of I. M. Cate, president, filed with Hon. L. M. Fisher about Oct. 2, 1875.

I further say that I am personally cognizant that, during said month of September, said articles were duly signed & acknowledged by myself et al. as corporators, and the articles were then filed for record with the recorder of Marshall Co., Iowa, the same being the principa
2718 place of business of the new company.

I further say I verily believe the corporation (the Central Iowa Railway Co.) is now a legal entity, capable of the undertakings & duties mentioned in its charter.

(Signed) H. E. J. BOARDMAN.

Subscribed in my presence and sworn to before me by H. E. J. Boardman, this 30th Sept., 1875. See my hand & seal.

[SEAL.] (Signed) C. E. BOARDMAN,
Notary Public, Marshall Co., Iowa.

(Indorsed:) The Farmers' Loan & Trust Co. vs. The C. R. R. of Iowa et als. Affidavit as to new corporation. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2719 I, George H. Lloyd, of Boston, Massachusetts, on oath, say that I am 41 years of age; that I have been employed in the charge of petitions of bondholders of the Central Railroad Co. of Iowa, and making entries of them in books prepared for that purpose to go before the U. S. circuit court in Iowa, marked respectively 1, 2, & 3; that I have a list provided by the Farmers' Loan & Trust Co., showing

the names of those persons & the amount of their bonds who have deposited with that co. the bonds of the Central Railroad Co. of Iowa, & also a list of petitions without the deposit of bonds, giving in both cases the residence of same; that the petitions to the court annexed, marked "B. D." in red, & also marked in the books "B. D., Trust Co." in red, signify the petitions of persons that have their bonds on deposit with said trust co., & the petitions marked "P," and in the books "P, Trust Co.," are the petitions of those who have previously petitioned, as mentioned in the list of said trust co., without depositing their bonds; that the petitions represent a total of $2,310,500 of first-mortgage bonds & $689,000 of second-mortgage bonds; that the list of names exceeds the number as entered on the books 1 & 2 by the amount of 5,000 of the first-mortgage bonds, the difference arising from the fact that the bond numbers representing these 5,000 are identical with the
numbers of other bondholders petitioning already entered on the
2720 books, & is the result, as I verily believe, of clerical error, to
rectify which I am in correspondence with the holders; that with this exception the amount given in the list exactly corresponds with the number in the books aforesaid, as I have ascertained by most patient and laborious collation & comparison.

(Signed) GEO. H. LLOYD.

STATE OF MASSACHUSETTS,
Suffolk, *ss*:

CITY OF BOSTON, *Sept.* 27, 1875.

Personally appeared before me the within-named Geo. H. Lloyd, & made oath to the truth of the foregoing statement by him subscribed.

Witness my hand & seal of office the day & year above written.

[SEAL.] (Signed) HENRY D. CLARY,
Notary Public.

(Indorsed:) Affidavit of G. H. Lloyd as to numbers & holds of bonds favoring com. plan. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2721 ($19,000 1st-mort., 8,000 2d-mort.)

N. Y., *September 2d*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of $27,000, 1st & 2d mortgage-bonds of the Central Railroad Company of Iowa (Nos. 73 @ 80, 96, 99, 1716 @ 1721, 2190 @ 2192, 19 1st-mort., ea. $1,000, & Nos. 708 @ 715, 8 2d-mort., ea. $1,000, as collateral security to a loan of $16,000 to A. L. Hatch, interest from September 23, 1874, unpaid), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(Signed) GALLATIN NATIONAL BANK, NEW YORK.
A. H. STEVENS & CO.

Payment of said loan has been demanded from A. L. Hatch & the same refused by him.—A. H. S. & Co.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

($50,000 seconds.)

BOSTON, *Sept. 27th*, 1875.

To the circuit court of the United States for the district of Iowa:

The undersigned, holder of second-mortgage bonds of the Central Railroad Company of Iowa (Nos. 345 to 350, 411 to 420, 546 to 550, 659 to 667, 843 to 851, 886 to 896, in all 50 bonds of $1,000 each, pledged to the National Bank of the Republic, New York, under the endorsement of M'r A. L. Hatch, to secure a loan of $35,000 to this company), approves of the compromise measure recommended by the Boston and New York committees, and respectfully requests that such decree may be ordered as will give effect to the measure.

(Signed) THE CENTRAL RAILROAD CO. OF IOWA.
ISAAC M. CATE, *President*.

(Endorsed:) Filed October 11, 1875. Geo. B. Corkhill, clerk.

2722 The undersigned, president of the Central Railroad Co. of Iowa, on oath say: That I have reason to believe that M'r A. L. Hatch, of New York, is pretending to represent the bonds denoted on the petitions annexed; that the ownership of those bonds continues in the Central Railroad Co. of Iowa, & that they are hypothecated to the Gallatin National Bank & the National Bank of the Republic, of New York, to secure advances to the Central Railroad Co. of Iowa, through the medium & under the endorsement of M'r A. L. Hatch; that respecting said endorsement, efforts have been made, as I am informed, by M'r Stone, a director of said Bank of the Republic, & appointed a committee for adjusting this matter, himself a bondholder & approving, to obtain the consent of M'r Hatch to the approval on the part of said bank of the compromise measure, & that M'r Hatch persistently rejects the proposal; that the directors of said bank are in favor of the adoption of said measure, but afraid that by doing so it will prejudice the hold upon said Hatch, as endorser, therefore decline taking the necessary action; that the ownership of the bonds has never been taken away from the Central Railroad Co. of Iowa, & that the said
2723 Hatch has acquired no right to represent them; that the said Bank of the Republic, the holder, does not object, but on the contrary is in sympathy with the compromise measure; that M'r Hatch never had any means with which to respond to these obligations into which he entered outside of the value of the bonds of raid railroad co., which he did not own, but which the said the Central Railroad Co. of Iowa pledged as collateral to secure the loan made to it through M'r Hatch; that M'r Hatch has not been able to respond to his obligations; a receiver has been appointed to take charge of his effects, & that he has no longer any pretence for claiming to represent any bonds or property as his own; that in proof of this I refer to copy of supplementary proceedings in the superior court of the city of New York, hereto annexed.

(Signed) ISAAC M. CATE.

STATE OF MASSACHUSETTS,
Suffolk, ss:

CITY OF BOSTON, *Sept.* 27, 1875.

Personally appeared before me the within-named Isaac M. Cate & made oath to the truth of the foregoing statement by him subscribed.

Witness my hand & seal of office the day & year above written.

[SEAL.] (Signed) HENRY D. CLARY,
Notary Public.

2724 Superior court of the city of New York.

EDWIN M. LEWIS, TRUSTEE,
against
ASA L. HATCH.

CLERK'S OFFICE,
Superior Court of the City of New York.

I, Thomas Boese, clerk of the superior court of the city of New York, having compared the annexed copy of affidavit and order for examination and examination of judgment debtor in the above-entitled action with the original on file in this office, do certify that the same are correct transcripts therefrom and of the whole of said original.

In witness whereof I have hereunto subscribed my name and affixed the seal of the superior court of the city of New York this twenty-fifth day of September, A. D. 1875.

[SEAL.] (Signed) THOMAS BOESE, *Clerk.*

2725 Superior court of the city of New York.

EDWIN M. LEWIS, TRUSTEE,
against
ASA L. HATCH.

ASA L. HATCH, the judgment debtor named in the annexed order, having appeared pursuant thereto and having been sworn, deposes and says:

I reside at Astoria, Long Island; I keep house; the house, lot, and furniture, and everything therein belongs to my wife, Elizabeth Hatch; she acquired title to them ten years ago from M'r's Russell. The house and furniture cost me $31,000 cash; the house cost me $21,000, and the furniture which was there and that which was added shortly afterwards about $10,000 more. I paid the consideration for the house and furniture and made it a present to my wife.

Q. Have you conveyed any other property to your wife?

A. In April, 1874, my wife raised $10,000 by mortgage upon this house and lent it to me. I gave her as security for the loan a note of Central Railroad Co. of Iowa for $4,000, and coupons of first-mortgage bonds of that railroad to the amount of about $11,000, and coupons of 2d-mortgage to the amount of $3,700 or $3,800, and also $2,000 of the stock of the Blue Ridge Clay & Retort Company of S't Louis. The stock of the Blue Ridge Clay & Retort Company is worth about 2726 $40\frac{00}{100}$ of its par value. Part of the above securities which I conveyed to my wife are in my safe in my house and part in the safe in my office; they have never been out of my possession since April, 1874; they have never at any time been in possession of any one but myself; the certificates of stock are made out in my own name and stand in my name on the books of the company; there is an assignment in blank on the certificates signed by me. I signed the blank assignments in June, 1874; they are still in blank. I never handed the certificates to my wife or delivered the possession of them to her. The mortgage of $10,000 is still on the house. I received and use the amount of the mortgage. I did not give my wife a note for the $10,000, but gave her credit for that amount in my individual ledger. I have not repaid her any portion of the amount. She has no property besides

the house and land at Astoria. I have not been engaged in any busi-
ness which produced me a salary or income since I was treasurer of the
Iowa Central until within a few days past, when I became a commis-
sioner for presenting a plan of reorganization of the N. J. Midland R. R.,
employed by the South Mountain R. R. Co. of Penn., and the Boston
South Mountain R. R. Co. of N. J. They are to pay me for my services
partly in bonds, partly in cash, $300 per month for no definite period.
I have the following property belonging to me: A piece of real estate
adjacent to my wife's property at Astoria; the garden lot with
2727 stable on it; it is mortgaged for $4,000 to my brother Henry R.
Hatch; there is one year's interest now overdue. The mortgage
was given for cash loan four years ago; I valued it at $8,000; now I
don't think it would sell for much over the amount of mortgage and in-
terest. No proceedings have been instituted to foreclose the mortgage.
This real estate stands in my own name. I have no other property be-
sides my property in the Central R. R. of Iowa except a set of harness.
My property in the Central R. R. of Iowa consists of $100,000 of
common stock. There are about $104,000 standing in my name, but
about $4,000 belongs to other persons; also a note of the company for
$1,054.16, to which I hold a' collateral $16,000 3d-mortgage bonds of the
co.; also a book account of indebtedness due me by the co. of from $20,000
to $25,000, which is unsettled. I hold no notes or other evidences of the
debt. This book account is made up of cash advanced, commissions upon
loans, office expense, advances, charge for services. I have also a debt of
$6,000 due me by the Iowa Valley Construction Company. Company
is located in Iowa. Some of the stockholders of the company resides
in New York: Geo. Bliss, W. A. Wheelock, John J. Donaldson. I have
stated all the property which I have that has not been assigned
2728 as security to other parties. My debts are as follows: I am guar-
antor on two notes of the Iowa Central R. R., held by Bank of
Republic, one for $20,000, other for $15,000. They hold as collateral
for these notes 50,000 of the 2d-mortgage bonds of the Central R. R.,
and 20,000 of the thirds. I am endorser upon a note of $18,500 of R.
R. co., held by the Gallatin Bank, on which $2,500 has been paid, leav-
ing $16,000 and interest due, for which, as collaterals, they hold 19,000
of the first-mortgage bonds of the R. R. co., 8,000 of the second-mort-
gage bonds, and 6,000 of the third-mortgage bonds. I am the second
endorser on 4 notes of the company, aggregate amount of $4,000, held
by John L. Dodge, of Great Barrington. F. W. H. Sheffield, of Du-
buque, is the first endorser. Doubt very much whether he is responsi-
ble. Mr. Dodge has, as collateral, 9,000 third-mortgage bonds of the
company. I also owe Geo. Collins, my father-in-law, $11,500, I think,
on note for money lent, for which he holds, as collateral, the company's
note of a little over $11,000, and 35,000 of the third-mortgage bonds,
and also 23,000 of stock of the Blue Ridge Clay and Retort Company.

The stock of latter company was transferred to M'r Collins as col-
2729 lateral to the debt of $11,500. It was at time of the transaction
transferred to him on the books of the company and the certifi-
cates delivered to him. He still holds the stock. This debt due M'r
Collins was due for cash advanced to me about Feb'y, 1873, which I
used to pay a claim of Geo. Bliss. I also owe M'r Gould Hoyt about
$2,000 for rent of the company's office at 32 Pine st., which I guar'nteed,
for which he holds no security. I haave stated all I owe exclusive of
this judgment due M'r Lewis, the debt due my wife, already mentioned,
and household bills to an amount not exceeding $1,000. I have no
judgments against me except this one due M'r Lewis, and have no

other proceedings supplementary to execution pending against me. No receiver of my property has been appointed. I am 53 years old.

(Signed) A. L. HATCH.

Sworn to before me this 23d day of September, 1875.

(Signed) H. C. VAN VORST.

2730 *Affidavit for judgment-debtor to make discovery after return of an execution unsatisfied.*

Superior court of the city of New York.

EDWIN M. LEWIS, TRUSTEE, PLAINTIFF,
against
ASA L. HATCH, DEFENDANT.

CITY AND COUNTY OF NEW YORK, *ss:*

Edmund R. Robinson, of said city, being duly sworn, says that he is one of the attorneys for the above-named plaintiff; that judgment was recovered in this action against the above-named defendant, Asa L. Hatch, in the superior court of the city of New York on the third day of July, one thousand eight hundred and seventy-five, for the sum of six thousand five hundred and ninety-four dollars and eighty-five cents; that on the same day a transcript of said judgment was duly filed and said judgment duly docketed in the office of the clerk of the city and county of New York; that an execution upon the said judgment against the property of the said judgment-debtor was on the twenty-seventh day of July, 1875, duly issued to the sheriff of the city and county of New York; that the judgment-debtor, Asa L. Hatch, had a place of business in said county at the time of issuing such execution, and still has
2731 a place of business therein, and that the said sheriff has returned
the said execution wholly unsatisfied, and that said judgment remains wholly unpaid.

(Signed) E. R. ROBINSON.

Sworn to before me this 17th day of September, 1875.

(Signed) RICHARD KEEF,
Comm'r of Deeds, New York City & County.

Order for judgment-debtor to make discovery after return of an execution unsatisfied.

Superior court.

EDWIN M. LEWIS, TRUSTEE, PLAINTIFF,
against
ASA L. HATCH, DEFENDANT.

It appearing to me by the affidavit of Edmund R. Robinson, one of the attorneys for the plaintiff, that an execution upon the judgment in the above-entitled action against the property of Asa L. Hatch, defendant therein, has been duly issued to the sheriff of the proper county and returned wholly unsatisfied, and that the said judgment still remains wholly unpaid, I do hereby order and require the above-named Asa L. Hatch to appear before me at the chambers of the superior court, in the court-house in the city of New York, on the 23d day of September, one thousand eight hundred and seventy-five, at 12 o'clock noon, to

2732 make discovery on oath concerning his property, and to abide and perform such further or other order as may be made by me in the premises, and in the meantime, and until the further order to the contrary, the said Asa L. Hatch is hereby enjoined and restrained from making any transfer or other disposition of his property not exempt by law from execution, or from any interference therewith.

Dated September 20, 1875.

(Signed) HOOPER C. VAN VORST,
Judge Superior Court.

CITY & COUNTY OF NEW YORK, *ss:*

Joseph T. S. West, being duly sworn, says he did, on the 20th day of September, 1875, at the city of New York, serve the within original order and copy of the within affidavit on Asa L. Hatch, known to him to be the defendant within named, by delivering to and leaving with him personally the said copy of affidavit and a copy of the said order, and at the same time showing to him the within original order and the signature of the judge thereon written.

(Signed) J. T. S. WEST.

Sworn to before me this 20th day of September, 1875.

(Signed) STURGES M. MOREHOUSE,
Notary Public, County of New York.

(Indorsed:) Superior court. Edwin M. Lewis, trustee, against Asa L. Hatch. Copy affidavit and order for examination of judgment-debtor and examination of debtor. (Signed) Sanford, Robinson & Woodruff, attorneys for plaintiff.

2733 Superior court of the city of New York.

EDWIN M. LEWIS, TRUSTEE,
against
ASA L. HATCH.

Supplementary proceedings having been instituted upon the judgment in this action against Asa L. Hatch, the judgment-debtor, by an order heretofore made by me, and the said Asa L. Hatch having been examined therein on oath concerning his property, now, on filing the affidavit and order of examination herein, and the evidence taken therein, and on motion of Sanford, Robinson & Woodruff, attorneys for the plaintiff, defendant appearing, I hereby order that William Jay, of the city of New York, be, and he hereby is, appointed receiver of all the debts, property, equitable interests, rights, and things in action of the said judgment-debtor; that such receiver, before he enter upon the execution of his trust, execute to the people of the State of New York a bond with sufficient sureties, to be approved by me, in the penalty of 2734 five thousand dollars, conditioned that he will faithfully discharge the duties of such trust, and file the said bond with the clerk of this court, and that the said receiver, upon filing such bond, be invested with all the rights and powers as receiver, according to law; and I also order that the plaintiff recover thirty dollars costs in these proceedings, to be paid to him or to his attorneys, out of the funds of the said judgment-debtor that come into the hands of the receiver; and the said Asa L. Hatch is hereby restrained from transferring or disposing of his property, or in any manner interfering therewith until further order in the premises.

It is further ordered that Asa L. Hatch, the said judgment-debtor, on being duly notified that the receiver has completed his appointment, deliver to the latter all moneys and other property now in his possession or under his control belonging to him and not exempt by law from execution.

Dated September 23, 1875.

A copy.

(Signed) THOMAS BOESE.

2735 (Indorsed:) Superior court. Edwin M. Lewis, trustee, ag'st Asa L. Hatch. Order appointing receiver. Filed September 23, 1875. (Signed) Sanford, Robinson & W., pl'ff's att'ys. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2736 In the circuit court of the United States for the district of Iowa, Oct. term '74.

A. V. LYNDE, CHARLES ALEXANDER, & OTHERS,
against
THE CENTRAL RAILROAD CO. OF IOWA AND THE Farmers' Loan & Trust Co. of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. Rob't Hoyle; 50 years old; Eldora; time keeper for Central R. R. of Iowa, and master mechanic's bookkeeper.

2. For what length of time have you acted in this capacity?

Ans. Three years and a half.

3. Did you make and prepare for the year 1872 a statement, taken from your books, of the number of miles each locomotive had run during the season, the am't of repairs laid out on each, &c.?

Ans. I did.

2737 4. Did you do this also for the year 1873?

Ans. I assisted in doing it.

5. What was the total am't of miles run by locomotives in 1872? How many were in use any time during the year, and what the total expense of repairs?

Ans. Total number of miles 536,595; 18 engines in use. Total repairs, $26,218.39.

6. What was the total amount of miles run by locomotives in 1873? How many were in use anytime during the year, & what the total expense of repairs?

Ans. 618,290 miles; cost of repairs, $34,631.15; 22 locomotives in use; engines No. 13 & 14 went to work about Oct. 18th, 1873; engines 21 & 22 went on the road Oct. 10, '73.

2738 7. Name eight of the heaviest locomotives used for freight purposes on this road.

Ans. Nos. 21 & 22, 13 & 14, leased engines, and Nos. 10 & 12, & 15 & 16.

8. What were the miles run by each, and the expense of repairs on each from Jan'y 1st, 1874, to June 31st, '74, of the eight named?

Ans.	No. 10	ran	14,344	miles	repairs $419 88
	No. 12	"	14,183	"	.... 621 51
	No. 15	"	13,007	"	.... 512 40
	" 16	"	12,966	"	.... 483 25
	" 21	"	6,413	"	.... 486 05
	" 22	"	10,222	"	.... 441 32
	" 13	"	14,099	"	.... 740 11
	" 14	"	13,891	"	.... 385 07

9. Have you ever rec'd from the company, in payment for your services time paper or acceptances?

Ans. Yes; I have.

10. If your answer is in the affirmative, will you further state if you have ever had any time paper of this character cashed by D. N. Pickering or any of the officers or clerks of the co. in the general office at Marshalltown?

Ans. I have not.

2739 11. If so, when, by whom, for what amounts, and at what rate of discount?

12. Do you keep the time-rolls of the men employed in the shops & of engineers & firemen running on the road?

Ans. I do.

13. Do the rolls show the names of H. P. Vedder & John Davis to be in the employ of the co. as engineers?

Ans. They do.

14. How many days in the month of June, 1874, do your rolls show the said H. P. Vedder and John Davis to have worked?

Ans. 30 days each.

2740 15. Did you give the said H. P. Vedder & John Davis credit for this am't of services in June from your own knowledge of its performance, or was their time sent you by some one else?

Ans. It was sent by W. R. Coppic, time-keeper at Marshalltown.

16. If you was authorized to give them this credit for the month of June—I refer to the said H. P. Vedder & John Davis—by whom was the authority given?

Ans. W. R. Coppic sent me the time, which is all I know about it.

17. What wages, by the month or day, do said H. P. Vedder and John Davis receive?

Ans. $3.50 per day each.

18. Can you, by reference to your books, give the average cost of repairs & operation per mile run by all of the locomotives?

Ans. Yes.

2741 19. If your answer is in the affirmative, please state, for the years 1872 & 1873, 1st average cost per mile for repairs of engines.

Ans. In 1872 was .04.8; in 1873, .05.6.

2nd. Average cost per mile for oil, waste, & tallow.

Ans. In 1872, .00.6; in 1873, .01.0.

3. Average cost per mile for engineers, firemen, & wipers.

Ans. In 1872, .09.1; in 1873, .09.3.

Average cost per mile for fuel.

Ans. In 1872, .07.1; in 1873, .07.2.

(Signed) ROB'T HOYLE.

STATE OF IOWA,
Hardin County:

Subscribed & sworn to by the above-named Rob't Hoyle in my presence and before me this 20th day of August, 1874.

[SEAL.] (Signed) E. W. EASTMAN,
Notary Public of Hardin County, Iowa.

(Indorsed:) Rob't Hoyle, original, 20th of Aug., 1874.

Rec'd copy hereof Aug. 28, '74.

(Signed) BROWN & SEARS,
Def't's Att'ys.

Filed Oct. 11, 1875.

(Signed) GEORGE B. CORKHILL,
Clerk.

2742 *Admissions & statements of defendant.*

In the circuit court of the United States for the district of Iowa.

Before Louis M. Fisher, esq'r, master in chancery.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL R. R. CO. OF IOWA.

Now comes defendant in the above-entitled action and for the purposes of this suit admits the following facts, namely:

First. That there have been issued and are now outstanding, and so far lawfully issued as to bind said company, of the 1st-mortgage bonds on said road, the full amount of $3,700,000.

Second. Defendant further admits that in like manner the full amount of $925,000 of the 2nd-mortgage bonds on said road have been issued and are now outstanding.

Third. Defendant admits that only installments of interest due on the series of bonds above referred to have been paid.

Fourth. As to the amount or number issued as third-mortgage bonds on said road, defendant has no information whatever, and therefore asks that strict legal proof thereof shall be required.

2743 Counsel for defendant are requested by M'r D. N. Pickering, gen'l superintendent and receiver of said road, to state that after a diligent and careful examination of the records of said company now in his custody, he has been unable to find any statement, minutes, or entry of any kind whatever from which the number or amount of bonds issued by said company can be ascertained; and the foregoing admissions as to the amounts are based upon information and data obtained from other sources, and for the purposes of this suit are admitted to be correct.

(Signed) BOARDMAN AND BROWN,
STONE & SEARS,
Attorneys for the Central Railroad of Iowa, Defen't.

August 10th, 1875.

(Indorsed:) The Farmers' Loan & Trust Co. vs. The Central R. R. of Iowa. Statements and admissions of defen't. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2744 In the circuit court of the United States, district of Iowa, October term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, AND others,
vs.
THE CENTRAL RAILROAD CO. OF IOWA AND the Farmers' Loan & Trust Co. of New York, trustees.

1. What is your name, age, residence, and oc'upation?

Ans. Charles H. Norton; age, 27; residence, Ottumwa; & occupation, conductor.

Have you, as an employee of the Central Railroad Co. of Iowa, received from said co. in lieu of your wages, in money, time-paper, or acceptances; in other words, have you drawn on the company at 30, 60, 90, or 120 days, and had this draft accepted by D. N. Pickering, sup't?

Ans. Yes, sir.

2. If you answer yes, will you further state if you have had any of this time-paper or these acceptances cashed at the office of the com-
pany in Marshalltown, or by any of the officers of the co., or
2745 employees in said office?

Ans. I have left my acceptances with George Praden, in the office at Marshalltown, & he has got the money on them.

3. If you answer in the affirmative, will you name the person who thus cashed them for you, and the amount of your claim, the rate per c't. charged for discount, and the time it occur'ed, as nearly as you can recollect?

Ans. I don't know who cashed them; I cannot tell the dates exactly; but I think I got acceptance for January, 1874, & Dec., 1873. I paid one & ½ per cent. discount.

4. Have you ever left any of these so-called acceptances at the gen'l offices upon the promise of being cashed if you would do so?

Ans. No; I have never had that promise held out to me. I have merely asked Praden to get the money for me if he could.

5. If you answer yes, who did you leave them with, and at whose request?

Ans. With Praden, as above stated.

2746 6. If they were finally cashed, who gave you the money? And
state as nearly as you can recollect the amount of the acceptances thus cashed; rate of discount charged; about the time of the transaction.

Ans. I received the money of Praden. The amount of acceptances I had cashed was, one something over $1.50, & the other was less than $1.00.

7. Have you ever received any money from the cashier or sup't (aside from the cashing of acceptances), either on account or as a loan, on which interest or a discount has been charged?

Ans. No.

8. If so, from whom, what amounts, and rate of interest, and the date?

Ans. Answered above.

2747 9. At the time of receiving these discounts, on acceptances and
otherwise, have you been given to understand that the money thus paid you was private money, or money belonging to the Central Railroad Company of Iowa?

Ans. I understood it was private money; that it was got up-town somewhere.

10. Did the party who paid you or discounted the paper give you the money out of their pockets or give you a check on the bank, or where did they seem to get it?

Ans. Paid out of their pocket.

11. Have you ever told any one that you got money at the gen'l office in manner above discounted?

Ans. I have stated that I had left acceptances at the office with
2748 Pruden, & that when he got the money he paid me, & that is
all I have said about it that I recollect.

(Signed) C. H. NORTON.

Subscribed & sworn to before me & in my presence, by the said

C. H. Norton, this 29th day of August, A. D, 1874. As witness my hand & seal notarial.

[SEAL.] (Signed) **HOLSEY L. MERRIMAN,**
Notary Public, Marshall Co., Iowa.

(Indorsed :) C. H. Norton——

Rec'd copy hereof Aug. 31, 1874.

(Signed) **BROWN & SEARS,**
Def't's Att'ys.

Filed Oct. 11, 1875.

(Signed) **GEORGE. B. CORKHILL,** *Clerk.*

2749 In the circuit court of the United States, district of Iowa. May term, 1875.

THE FARMERS' LOAN AND TRUST COMPANY OF New York
against
THE CENTRAL RAILROAD COMPANY OF IOWA.

A. L. Hatch, being first duly sworn, deposes and says that his name is A. L. Hatch; age, fifty-two years. That he resides in Astoria, Long Island, State of New York, and does business as a broker in the city of New York, 52 William street.

He further says that, in the pursuance of his business as broker, he buys and sells railroad securities, but more especially deals in the first-mortgage bonds of the Central Railroad Company of Iowa, and that within the last sixty days next preceding has bought and sold quite a large number of said bonds.

2750 He further deposes and says that he also buys and sells, and has bought and sold, at the same price as charged for the bonds named, certain receipts given for said bonds by the Farmers' Loan and Trust Company, trustees; a copy is as follows:

[R. G. Rolston, pres't; Geo. F. Talman, v. pres't; Geo. P. Fitch, sec'y; R. C. Boyd, ass't sec'y; P. O. box 1510.]

No. .

OFFICE OF THE FARMERS' LOAN AND TRUST COMPANY,
26 Exchange Place, cor. William street,
New York, , 187 .

Received from first mortgage 7 per cent. bonds of the Central Railroad Company of Iowa, of dollars each, and numbered , with coupons attached, from and including , 187 . Said bonds deposited for the purpose of foreclosure of the mortgage under which they were issued.

(S'g'd) THE FARMERS' LOAN AND TRUST CO.,
Trustees.

$. By , *President.*

2751 He further deposes and says that he is somewhat acquainted with the affairs of the Central Railroad Company of Iowa, and with the different schemes proposed to redeem it from its present deplorable condition, and that in the purchase of bonds or of trustees' certificates for the same, as shown by Exhibit A, it frequently occurs that the original owner has deposited his bond with trustees upon which the issue of said certificate or receipt was based, signed a petition for foreclosure, as shown in exhibit attached and marked "B," and also signed other petitions asking for relief at the hands of the court in a different manner from that shown in petition No. 4, as shown by Exhibit A.

He further says that his attention having been called particularly to the fact, he further deposes and says he did, on the 16th day of April, 1875, purchase, and subsequently sold, the trustees' certificate—form as shown above—issued prior thereto by trustees to one A. T. Veeder, of Schenectady, State of New York.

2752 He further says that, in the purchase and sale of said trustees' deposit certificates, it is understood between my customers and myself, and generally ratified by an examination of the trustee books, that said certificates are issued in compliance with the petition No. 4, and hereto attached, marked Exhibit A.

(Signed) A. L. HATCH.

Sworn to before me, this day of April, 1875.

[SEAL.] (Signed) WM. J. HUGHES,
Notary Public.

2753 **EXHIBIT A.**

Bondholders' petition.

(Form No. 4.)

To the Farmers' Loan and Trust Company, 26 Exchange Place, New York City, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, of , State of , am the holder of first-mortgage bonds of the Central Railroad Co. of Iowa, denomination , and numbered , and of second-mortgage bonds, denomination , and numbered .

I have received the printed report of H. F. Boardman, Cha's Alexander, and A. V. Lynde, of Boston, members of the bondholders' committe', dated December 26th, 1874, with your circular.

I hereby avail myself of the protective stipulation in the mortgage of said company securing the bonds held by me, and in accordance therewith desire you, in the execution of your trust, to purchase said property and deliver to me, or to my order, the S't Louis, Iowa and
2754 Minnesota Railroad Co.'s securities, to which I may be entitled by virtue of my ownership of the bonds aforementioned, provided that a majority of the holders of the bonds should request like action, and the property and franchises of the Central Railroad Company of Iowa thereby pass into the hands of said company under the above conditions. I hereby constitute and appoint the Farmers' Loan and Trust Company of New York City my true and lawful agent, attorney, proxy, for me and in my name, stead, and behalf, to do and perform any and all acts necessary in the premises.

(Signed)

Witness:

Spaces are to be consec'tively filled with name, residence, total number of bonds held, description of bonds, 1st or 2nd denomination, (500 or 1,000), numbers of each, date, witness.

(Indorsed:) A. L. Hatch. Affidavit, [illegible] Filed Oct. 11, 1875. Signed George B. Corkhill, clerk.

2755 [J. L. Williams, John Turner, H. E. J. Boardman, C. W. Stone, J. L. Williams, cashier.]

THE CITY BANK OF MARSHALLTOWN,
Marshalltown, Iowa, 29' Aug., 1874.

A. V. LYNDE & ALS.
vs.
THE CENTRAL R. R. CO. OF IOWA ET AL.

STATE OF IOWA,
Marshall Co., *ss:*

I, James L. Williams, being duly sworn, on oath state that I am years of age; reside in Marshalltown, Iowa, and am cashier of the City Bank of Marshalltown, Iowa. The bank of which I am cashier has at time discounted time-paper or "acceptances" issued by the Central Railroad Co. of Iowa to employees & others, & have usually charged from 1 to 1½ per c. per month discount. Have also discounted "acceptances" of men handed to me by M'r Bates, cashier of said C. R. R. Co. of I'a.

(Signed) JA'S L. WILLIAMS, *Cash'.*

STATE OF IOWA,
Marshall County, *ss:*

Sworn & subscribed to before me this 29th day of August, A. D. 1874.

[SEAL.] (Signed) W'M A. SANDOE,
Notary Public.

(Indorsed:) Ja's L. Williams.

Rec'd copy hereof this 29th day of August.

(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.

(Signed) GEORGE B. CORKHILL,
Clerk.

2756 In the circuit court of the United States, district of Iowa. Oct term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, & OTHERS,
against
THE CENTRAL R. R. CO. OF IOWA AND THE FARMERS' Loan and Trust Co. of New York, trustees.

Interrogatories *O. A. Jones.*

1st. What is your name, age, residence, and occupation?

Ans. My name is O. A. Jones; age, 25 years; residence, Marshalltown, Iowa; occupation, train despatcher on Cent. R. R. of Iowa.

2nd. Are you master of transportation of the Central R. R. Co. of Iowa, or an assistant in this position, or have you anything whatever to do with the distribution of cars, or do you have in your possession any books or memorandums showing how many cars are owned by the Central R. R. Co. of Iowa, or under their control by lease?

Ans. I am not master of transportation, but have distribution of all the cars, & have had for years. I have memoranda showing how many cars are controled by said company; do not know whether they are owned by the company or not.

2757 3. If your answer is in the affirmative, please state how many cars was owned or leased by the Central R'r'd Co. of Iowa, in their possession or under their control, in the year 1873, and the first five months of 1864.

Ans. I do not remember as to 1873. During the first 5 months of 1874 the company had 350 box-cars, 220 coal-cars, 15 way-cars, 1 tool-car, 1 derrick-car, 1 pile-driver, 9 coaches, 6 baggage-cars, & 1 old box-car.

4. Were all of these cars actively employed during the time mentioned in interrogatory 3rd? and if not fully employed for all of the time, state, from recollection or otherwise, in what months of said space of time in 1873 & '74 mentioned they were thus fully employed.

Ans. The coal-cars have been kept busy, as they are generally on any road; the box-cars were kept tolerably busy in 1873 till about in October, then there were some idle for, perhaps, two months; so far this year they have been kept tolerably busy.

5. When all of the above cars were not employed what disposition were made of them?

2758 Ans. When they were not in use they were allowed to stand on the side tracks.

(Signed) O. A. JONES.

Subscribed & sworn to before me & in my presence by the said O. A. Jones, this 31st day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Iowa.

(Indorsed:) O. A. Jones.

Rec'd copy hereof this 31st day of August, 1874.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL.
Clerk.

2759 F. F. Bates, being first duly sworn, states: My name is F. F. Bates; age, 35 years; my residence, Marshalltown; & occupation, cashier Central Railroad Company of Iowa. I was appointed by John W. Gilman originally, & subsequently by D. N. Pickering, general superintendent of said road. I was not in the employ of the company previous to my appointment as cashier, except as assistant or clerk to John W. Gilman; at that time assista'l treasurer for about six months. I receive $100 per month. My name is on the time & pay-rolls for all of this amount. I have charge of the money or cash received from credits of the company. I deposit & check this out of the bank. All the moneys earned by the company are deposited in the bank, in 1st National Bank of Marshalltown, Iowa. I have never given bond, nor it has not been required of me by the superintendent. I have full charge of the companie's cash-books. I have not in any capacity been in the

habit of discounting time-paper or acceptances issued to employ-
2760 ees by the company. I have never discounted any in any man-
ner or capacity up to 1st of last January, 1874. I balanced my books daily, in ink, from the time I took them. Since Jan. 1st I have balanced my cash-book once a month in ink. (I balance in pencil every night and retain the figures), & can balance now. M'r Pickering has never given me orders to discount paper for men. The company, to my knowledge has never received the benefit of any discounts, & we have no books which show it, not to my knowledge. No officer of the company has to my knowledge ever discounted any paper to employees. The envelope attached hereto, & marked "F F," is in my handwriting. The names were obtained from acceptances given me by the men, whose names comprise the list. The names & figures were not obtained from my books nor the company's rolls, but simply from the face of the acceptances after being signed, at the request of the men in whose favor they run. The parties named in the left-hand column received acceptances for the amounts named in the column marked "Z," for ninety days,
that being the regular rule for pay-roll acceptances. They did
2761 not bear interest. The amounts in figures in the middle col-
umn, marked "Y," are the amounts of discount received, & the First National Bank of Marshalltown received them; no officer of the company received them. The notations in pencil against lower columns of figures, marked "X," are in the handwriting of Geo. A. Pander. The year previous to my employment by the Central R. R. Co., I was in the employ of the New York & Boston Express, & I supposed was owned by the Erie Railroad Company. The amount of the outstanding acceptances or bills payable of the Central Railroad Company is not on nor shown by my books. The acceptances of the parties named on the envelope referred to were sent or given to me to get discounted. The First National Bank discounted them at my request. The auditor's department audits station accounts. Thomas J. Fletcher is auditor.

(Signed)

F. F. BATES.

Subscribed & sworn to before me & in my presence, by the said F. F. Bates, as witness my hand & seal notarial this 26 day of August, 1874.

[SEAL.] (Signed) **HOLSEY L. MERRIMAN,**
Notary Public, Marshall Co., Iowa.

2762 EXHIBIT F, F.—*H. L. Merriman, N. P.*

John Crellen	71.75	2.18	69.57
S. H. Leach	123.	3.68	119.32
Tho's Reak	220.15	8.	212.15
Jacob Bowman	67.83	2.40	65.43
J. H. Wigley	78.90	1.94	76.96
S. Cook	124.99	4.20	120.79
D. McKnight	148.60	5.40	143.20
J. H. Brace	41.20	1.50	39.70
J. C. Quinn	75.40	2.82	72.58
M. Pendegust	95.	3.50	91.50
S. H. Beams	50.	1.75	48.25
W'm Ashton	60.30	2.25	58.05
J. Heyle	123.65	4.92	118.73
C. M. Miller	70.50	2.50	68.

“X.”

O. M. M.	68.
J. C. Quinn	72.58
J. H. Brace	39.70
W'm Ashton	58.05
Jacob Barnum	65.43
M. Pendergust	91.50
S. H. Beams	48.25
J. Hoyle	118.73
	562.24

ASS'T TREASURER'S OFFICE,
Central Railroad of Iowa, Marshalltown.

(Indorsed :)
Rec'd copy hereof, Aug. 28, '74.
(Signed) BROWN & SEARS,
Def'ts Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL,
Clerk.

2763 STATE OF IOWA,
Marshall County, ss:

I, George A. Praden, being first duly sworn, on oath say I am secretary of the Central Railroad Company of Iowa; that as such secretary I have in my possession, and have charge of, the stock-ledger or stock-books of the said The Central Railroad Company of Iowa, and that said stock-ledger shows that H. E. J. Boardman is the owner of two hundred and fifty shares of the common stock of said railroad company; that Haskell & Barker are the owners of one hundred shares of said stock; that W. H. Lytle (trustee) is owner of sixty-three shares of said common stock; that W. H. Lytle is, in his own right, the owner of twenty-two shares of said stock; that F. J. & J. P. Woodbury are, as administrators of the estate of G. M. Woodbury, deceased, the owners of four hundred shares of said railroad common stock; that I believe the statements above made to be true.

(Signed) GEORGE A. PRADEN, *Sec'ty.*

2764 Subscribed and sworn to before me, and in my presence, by George A. Praden this September 30th, 1875, as witness my hand and seal notarial.

[SEAL.] (Signed) R. E. SEARS,
Notary Public, Marshall Co., Iowa.

(Indorsed :) F. L. & T. Company vs. Central R. R. Co. of Iowa. Affidavit as to ownership of common stock. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2765 *Affidavit.*

STATE OF IOWA,
Marshall Co.:

I, D. N. Pickering, on oath say I am gen'l sup't of the Central R. R. of Iowa, & have been since Jan'y, 1873, and am familiar with the line,

wooden structures, and iron. This line was evidently badly constructed,
in the beginning, in the matter of material, particularly ties & piling.
About two-thirds of the ties were of inferior timber, mostly water-elm,
unfit for the purpose used, and all the ties are smaller than the usual
standard. Many of the piles are also of water-elm, & altogether unsuitable.
The result is that a large amount of repair has been required,
though the road is but 4 or 5 years old, & would have needed
no repair for ten years from its completion of consequence had the ties
been of proper timber & standard size. Between Apr'l, 1873, & Sept.,
1874, more than 1,000,000 new ties have necessarily been put in at a cost
of 40 to 50 thousand dollars; also a large amount of oak piling.
2766 These ties & piles are all of hard timber, & will last more than
three times longer than those first laid in the road. These repairs,
made while the road was in operation, have been more costly because
the trains must be accommodated and the road kept open. The
road-way being in bad condition as to drainage, much ballasting and
ditching has been required; in fact, the road was not ballasted till after
affiant came upon the line. Quite an amount of riprap was required
and has been laid. When I took charge, in Jan'y, 1873, there were two
passenger trains running, and this number has not increased. Part of
the time but one train per day each way has been run. These trains are
doing a larger passenger business during the last six months than ever
before by at least $18,000; but the number of operatives on these trains
and the cost of running them is fully as low as at any time in the history
of the road, in my opinion, judging by the books of the company,
which I have examined carefully. The expense of these trains &
2767 of all branches and departments of the road cannot, I am confident,
be prudently & successfully reduced. Ev'ry reduction that
the business would bear has been vigorously made, & economy in ev'ry
matter enjoined and enforced. The maximum load of freight engines
(but our leased engines) amounts to fifteen car-loads, while two of the
leased engines, Volenteer and Advance, can and do take 17 car-loads as
readily as the others do 15; and the other two leased engines, with the
same readiness, can haul 22 loaded cars. Affiant says, all things considered,
these leased locomotives are the most economical, requiring no
more men & no more fuel, & yet doing almost 50 per c't. more work.
In regard to the floating debt this affiant is well informed as to the
amount, and he denies unqualifiedly that the said debt has been increased
since he became sup't. On the contrary, it has been actually been decreased
more than one hundred & fifty thousand doll's. The first six
months of each year are the most expensive to operate, by reason
of snow blockades & inclemency. There is also less business naturally
passing over the road. The great repairs (as before
2768 shown), also increased unusually the outlay from Jan'y to July,
1874. The road now being in better plight than at any time for
two years past, and next six mo's being the best of the year, affiant has
no doubt that the end of the year will prove it to have been, all in all,
the most successful in its whole history. This affiant avers that he is
one of the officers who subscribed and forwarded to the State department
the statement of gross & net earnings for the years 1872 and 1873.
Affiant says he had but recently come upon the road; that the statement
for 1872 was made up under the personal supervision of C. C. Gilman,
pres't, who had been in & upon & over the business of 1872, &
knew the facts, and was supposed to be correct; also, the chief engineer
signed the same & made oath to it. This affiant being advised thus that
it was correct, & really believeing it to be, useing the supposed reliable

information given him, and being informed his signature, in accordance
with his best belief, was required, verified it, & made the amount
2769 of net earnings $140,000. Affiant now says, after more time to
examine, he knows said statement to be incorrect, & in fact the
real net earnings for 1872 were about $88,000, & that the next earnings
were overstated $52,000.00; that said overstatement was thus erroneously made by failing to deduct the rebates on freight, the same being equivalent to or same as cash paid out, to the amount of $52,000.00. Affiant was not informed by the pres't, & did not know that the said rebates had not been deducted. This deponent says that paragraph 32 of amended bill is not correct in making the net earnings of 1872 $140,000.00, but the same should be written at $88,000.00. This affiant further says that his verified statement as to the earnings (net) of 1873, are correctly stated, being made of his own knowledge, to wit, $126,000.00.

In the comparative statement of the circular of June 6th, 1873, referred to in paragraph 24 of the amended bill, the earnings of both years
1872 & 1873 were truly stated as they appear on the books before
2770 the rebates on freight were paid out or turned. The circular gives
a correct comparative statement, & was in no way deceptive or
fraudulent. If the rebates of both years had been deducted the result would be substantially the same, so that a true representation of the percentage of advance in earnings was made in said circular, & resulted from the method inaugerated by Pres't Gilman. Affiant avers that two important matters seriously affected & diminished the income of the road for 1873, neither of which could be foreseen, for neither of which was any one at fault, & neither of which, it is hoped, will occur again. The first was a sudden change of tariff by all the great trunk lines running east to Chicago, which change compelled a loss of seven cents per hundred pounds, or fourteen doll's per car-load, on all wheat sent to Chicago as crop of 1873 by this company and in fact, all sent out of the
State by any company. This tariff was substantially regained, to
2771 the amount of nine of the fourteen doll's, by change of tariff July
1, '74. The second matter was the great financial revulsion of
last fall, known as the panic of 1873, & the books of this company show that this panic diminished the receipts of the road in a considerable degree. Affiant avers that on or about the 5th day of Sept. he caused his cashier, F. F. Bates, to give bond in sum of $5,000.00, and did himself give bond in sum of $25,000.00. Both said bonds have good and sufficient sureties, and the same have been placed in the hands of the nearest director, in order that at the next meeting of the board they may be submitted for their approval. This deponent also says he had no knowledge that notices of suits at Montezuma were to be served upon him till the service was made. He went to Poweshiek County on other business, & had no intimation that there was any wish to serve process. Affiant denies that there has been any execution issued on judgments
then obtained, & believes the motive was good; that there was,
2772 & is, no intention to collect the same till such time as the def't,
by & with the advice of the directors, should be able to pay it
without prejudice to any party interested. This affiant emphatically denies all charges or in'uendoes of extravagance, fraudulent preferences, or other maladministration. The average of employees in number and their am't of salaries (with the single exception of the extraordinary repairs induced by laying 100,000 new ties and much piling) is considerably less than in 1872. Pres't Gilman always rec'd a salary of ten thousand doll's per annum. Pres't Cate has given most of his time to this company; has asked no salary, & rec'd none, & there is an express un-

derstanding that he is not to receive any. The assistant sup't in 1872
& 1871 rec'd a salary of $3,000.00 per annum. The office was vacated
in 1873, & the gen'l sup't performs his duties till 1873. The treasurer
was paid a a salary per annum, and now has no salary, as the office
2773 is not filled. Affiant hereto attaches a a comparative statement
of pay of officers, clerks, & others at the gen'l offices, Marshall-
town, Iowa, marked "A," and made part of this affidavit.

In respect to preferences, affiant says that up to fileing of this case it was expected and understood that the whole floating debt was to be paid off, or arranged by preferred stock, & that it would not be a preference to pay any or either part of it. Nor was it supposed it could or ought to be avoided. Affiant therefore used the funds on hand in the best manner possible, applying net earnings to these debts which were most harras'ing and to neglect which would apparently cause the greatest loss to this company, & most affect its credit. The details of the whole disbursement are given annexed to the first affidavit; & affiant now avers he regards the application as entirely judicious, & the best that the nature of the case admitted. Affiant avers that the trustees for all the bondholders have been knowing to the substantial method
and application of monies, have approved of the proceeding, have
2774 not thus far and do not now propose to interfere; & affiant be-
lieves said trustees have great confidence in the present manage-
ment.

And further saith not.

(S'n'd) **D. N. PICKERING.**

Subscribed and sworn to in my presence and before me, by D. N. Pickering, this 12th day of Sept., 1874. Witness my hand & seal notarial.

[SEAL.] **H. E. J. BOARDMAN,**
Notary Public.

2775 **EXHIBIT A.**

A comparative statement of the pay of the officers, clerks, & others, at the general offices at Marshalltown headquarters.

In 1872.			In 1874.		
Gen'l sup't & ass't,	per mo.,	$1,083 33	Gen'l sup't,	per mo.,	$500 00
" f'g't ag't & clerks,	" "	386 66	F'g't ag't & clerks,	" "	385 00
Train dispatchers & clerks,	" "	600 00	Train di'pat'ers, & "	" "	495 00
Auditor & his clerks,	" "	250 00	Auditor & his clerks,	" "	216 00
Cashier & pay-roll,	" " "	225 00	Cashier & pay-roll, "	" "	225 00
Gen'l ticket a'g't,	" " "	152 50	Gen'l ticket ag't "	" "	153 33
Chief eng. & clerks,	" "	305 00	Chi'f eng. & clerk,	" "	300 00
Night watchman,	" "	60 00	Night watchman,	" "	50 00
		$3,062 49			$2,264 33
Less per mo. 1874 than 1873					798 16
					$3,062 49

Less per year 1874, $9,577.92, as against 1872.

2776 (Endorsed:) D. N. Pickering, Sept. 12th, 1874. Cha's Alexander et al. agt. C. R. R. Co. of Iowa. D. N. Pickering. Aff. for def't. Copy.

REC. 175—62

2777 [Office of clerk of district and circuit courts, Monroe County, Iowa. John W. H Griffin, clerk.]

ALBIA, IOWA, *Jan. 27th*, 1875.

HON. JNO. F. DUNCOMBE,
Fort Dodge, Iowa:

DEAR SIR: In answer to yours of 23d in*ts*. I have to say that no judgments have been rendered, or transcripts of judgments filed, in our Co. vs. The C. R. R. Co. of Iowa, since date of my certified list last summer. But a mechanic's lien was filed vs. said company July 3rd, 1874, for ($9,480.00) nine thousand four hundred & eighty dollars, in favor of Forsha & Irvin, of Schuyler Co., Mo., for ties. I think their address is Lancaster, Mo.

The judg't of Aaron & W'm Hicks vs. said Co. for $100.00—costs $10.95—was paid in full June 8th, 1874.

Yours, truly,

JNO. W. H. GRIFFIN,
Clerk D. C. & C. C.

2778 (Endorsed:) Circuit court of U. S. for district of Iowa. Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa. List of Worth judgments. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2779 H.

Abstract of judgments filed in clerk's office of Worth County, Iowa, vs. C. R. R. of Iowa.

Court.	In whose favor.	Date of judgment.	Date of filing.	Cost.	Amount.
Dist. court, Marshall Co., Iowa.	Halsey J. Boardman.	Nov. 23, 1873....	Dec. 24, 1873.	$9 25	1,963 13
Cir. court, Worth Co., Iowa.	Theron Finch........	Dec. 3, 1873....	6% " "	$58 04	$92 00
Cir. court of Poweshiek Co.	Isaac M. Cate........	Jan. 6, 1874......	6% Feb. 20, 1874.	$4 00	108,526 65
" "	Horace Abbott......	" "	7% " " "	$3 75	31,353 12
" "	John S. Gilman......	" "	7% " " "	$3 75	48,896 60
Mechanics' lien...........	Forsha and Irvin.....	....	July 6th, 1874	....	9,480 00

The above and foregoing are all the judgments & liens vs. The Central R. R. Co. of Iowa remaining unpaid, as appear of record in this office.

L. L. CARTER,
Clerk Courts.

The materials furnished by Forsha & Irvin wer' furnished from
2780 the 14th Feb., 1874, to April 13th, 1874.

The Theron Finch judgment has not been paid; the case is still pending in supreme court.

(S'g'd) Yours,

L. L. CARTER.

(Endorsed:) In the circuit court of the U. S. for district of Iowa. The Farmers' Loan & Trust Company vs. The Central Railroad Company of Iowa. Abstract of Worth Co. judgments. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2781 **JOHN J. WILLARD & CO.**
vs.
CENTRAL RAILROAD OF IOWA. } No. 860. Law.

Judgment vs. defendants in circuit court, Wapello County, Iowa. Oct. 28th, 1872. (R. 3; 250.)

Judgment for costs	$4 80

WALTER G. OWENS
vs.
THE CENTRAL RAILROAD OF IOWA. } No. 1644. Law.

Rendered against defendants Sept. 24th, 1874, with interest at 6 %. (Record 10; 344.)

Amount of judgment	$1,000 00
" " costs	338 00

STATE OF IOWA,
Wepello County, ss:

I, L. M. Godley, clerk of the district court in and for said county, do hereby certify that the above is a true and correct list of the judgments against the Central Railroad of Iowa, and of liens against said
2782 railroad, together with the amounts of judgments, interest, and costs thereon, as shown by the records of this office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court, at my office, Ottumwa, in said county, this 28th day of Jan'y, A. D. 1875.

[SEAL.] (S'g'd) L. M. GODLEY, *Clerk D. C.*
" GEO. GRISWOLD, *Deputy.*

(Endorsed:) In the circuit court of the U. S. for the district of Iowa. The Farmers' Loan & Trust Co. vs. Central R. R. of Iowa. List of Wapello judgments. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2783 THE STATE OF IOWA, *ss:*

The State of Iowa to the circuit court for the county of Marshall.

Whereas the supreme court of said State being lately certified of the record and proceedings in a certain cause which was in the circuit court for the county of Marshall and State aforesaid, wherein Addie E. Berry, adm'xt was plaintiff and the Central Railroad of Iowa was defendant, in which said cause judgment was rendered against the said defendant, from which judgment so rendered the said defendant appealed to the said supreme court, and the said court having duly examined the record and proceedings aforesaid in the premises, at Des Moines, in said State, on the 15th day of June, 1875, did affirm the judgment aforesaid as rendered in the court below.

Therefore you are hereby commanded that with the speed which of right and according to law you may, you proceed in the same manner as if no appeal had been taken and prosecuted in this court, any-
2784 thing in the record or proceedings aforesaid heretofore certified to the contrary notwithstanding.

Witness E. J. Holmes, clerk of the supreme court, with the seal of said court hereunto affixed, at Des Moines, this 6th day of September, A. D. 1875.

[L. S.] (Signed) E. J. HOLMES,
Clerk of the Supreme Court.

STATE OF IOWA,
Marshall County, *ss:*

I, E. R. Jones, clerk of the circuit court in & for Marshall County, Iowa, do hereby certify that the above and foregoing is a true and correct copy of the procedendo in the above entitled case.

Witness my hand and seal of said court, dated at Marshalltown, September 9, 1875.

[SEAL.] (Signed) E. R. JONES, *Clerk*.

(Endorsed:) Procedendo. Addie E. Berry, adm'x, &c., vs. The Central Railroad of Iowa. Certified copy. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2785 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

I, John Crerar, being first duly sworn, on oath say that I am a member of the firm of Crerar, Adams & Co., a firm or partnership engaged in business under said name and style since on or before Sept. 1st, A. D. 1872, in the city of Chicago, county of Cook, and State of Illinois.

That said firm of Crerar, Adams & Co., as plaintiff, did on the 29th day of April, A. D. 1875, recover a judgment against the Central Railroad Company of Iowa, in the sum of four thousand forty-nine & $\frac{20}{100}$ (4,049.20) dollars, with interest at six per cent. from the date of the rendition thereof, with costs of suit; and said court, at said date, in
2786 said cause, did give and grant to said Crerar, Adams & Co., a
decree declaring and adjudging said judg't of $4,049.20 to be a lien from the 2nd day of September, A. D. 1872, upon the right of way, and all and singular the lots, pieces, and parcels of land lying contiguous and adjacent thereto, owned, used, and operated by said Central Railroad Company of Iowa, and being situate and lying in Marshall County, Iowa, and upon the road-bed and track upon said right of way, also upon all permanent improvements and erections, buildings, depots, round-house, machine-shop or shops, built and standing upon said right of way, lots, pieces, and parcels of land lying contiguous and adjacent thereto, owned by said Central Railroad Co. of Iowa, the same lying and situate in Marshall County, Iowa, as aforesaid.

That said judgment and decree was obtained on account of materials furnished said company for the erecting and building of permanent improvements for said company to the amount of three thousand six hundred fifteen & $\frac{36}{100}$ dollars, a statement of mechanics' lien of
2787 same being filed in the clerk's office of Marshall County, Iowa, on
the 29th day of April, 1873.

That said material was furnished, together with material, goods, & wares for running and operation purposes of said company, at divers dates, between Sept. 1st, 2872, and March 16th, 1873.

That the amount of material, goods, and wares furnished by Crerar, Adams & Co., in addition to that furnished for building purposes, is the sum of seventeen hundred seventy-one & $\frac{85}{100}$ dollars, with six per cent. interest thereon from Sept. 15th, 1873, which still is held by Crerar, Adams & Co. in form of account only.

That said judgment of $4,049.20, interest as claimed, and account of $1,771.85 with interest, has not been paid nor any part thereof.

That said Crerar Adams & Co. hold no collateral security of any kind
for the judgment and account, or materials furnished on account
2788 of which said judgment was rendered, either in the form of bonds
or otherwise, and have never held any such security, or security
of any kind or amount whatever, for and by reason of said claim or
judgment and account.

A copy of the records in said cause duly certified, as I am advised & believe, has been heretofore filed with the master, to which reference is hereby had.

(Signed) JOHN CRERAR.

Subscribed and sworn to before me and in my presence, by John Crerar, this 15th day of September, A. D. 1875, as witness my hand and notarial seal.

[SEAL.] (Signed) NORMAN WILLIAMS,
Notary Public in and for Cook County, State of Illinois.

(Indorsed:) Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2789

CENTRAL RAILROAD OF IOWA,
GEN'L SUPERINTENDENT'S OFFICE,
Marshalltown, Iowa, Sept. 6th, 1875.

D. M. FISHER, Esq'r,
Master in Chancery (in relation to bonds, &c.,
of Central R. R. of Iowa).

DEAR SIR: I have been requested, by Isaac M. Cate, esq'r, pres't of C. R. R. Co. of Iowa, to take of 3d-mortgage bonds, in the company's possession, that have been signed by the pres't, sec'y, & treasurer of the co., & endorsed by M'r Rolston, pres't of Farmers' Loan & Trust Co. of N. York, on behalf of that co., trustees.

These are bonds as follows:

Nos.	1	to	2,	inc.,	2 x 1,000	ea.,	$2,000
"	23	"	25,	"	3 x 1,000	"	3,000
"	35	"	71,	"	37 x 1,000	"	37,000
"	75	"	58,	"	11 x 1,000	"	11,000
"			96,	"	1 x 1,000	"	1,000
"	98	x	106,	x	9 x 1,000	"	9,000
"	113	x	116,	"	4 x 1,000	"	4,000
"	147	"	156,	"	10 x 1,000	"	10,000
"	172	"	183,	"	12 x 1,000	"	12,000
"	185	"	213,	"	29 x 1,000	"	29,000
"	234	"	236,	"	3 x 1,000	"	3,000
"	556	"	700,	"	145 x 1,000	"	145,000

Total of bonds issued and in hands of the co. here, $266,000

There are also in this company's safe in Marshalltown, in my charge, blank 3d-mortgage bonds, not signed by the officers of the company or M'r Rolston, Nos. 701 to 1499=799 bonds.

The above, I trust, will be sufficiently clear.

Yours, truly,
(Signed) D. N. PICKERING,
Receiver.

P. S. Please acknowledge receipt.—D. N. P.

(Indorsed:) D. N. Pickering, Marshalltown, Iowa, Sept. 6, '75. Statement of executed 3rd-mort. bonds in hands of co. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2790 CENTRAL RAILROAD OF IOWA,
GENERAL SUPERINTENDENT'S OFFICE,
Marshalltown, Iowa, Oct. 1st, 1875.

D. N. PICKERING,
Receiver, & G. S.:

Below find figures for months of—

Sept., 1874	8,226 88
Oct., 1874	9,924 47
Nov., 1874	12,645 78
	$30,797 13

Yours, respt'y,
(Signed) GEO. A. PRUDEN,
Pay-roll Clerk.

H. E. J. BOARDMAN, Esq'r:

The above is am't due on old pay-rolls.
(Signed) D. N. PICKERING,
G. Supt. & Receiver.

(Indorsed:) Statement of amount due employees for back wages. Central of Iowa. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2791 *Synopsis of list of first-mortgage bondholders who have signed petitions for the compromise measure.*

	Am't of bonds.	No. of holders.	Total am't.
Individual holders of	500	96	48,000
do	1,000	168	168,000
do	1,500	49	73,500
do	2,000	99	198,000
do	2,500	26	65,000
do	3,000	40	120,000
do	3,500	10	35,000
do	4,000	30	120,000
do	4,500	8	36,000
do	5,000	35	175,000
do	5,500	6	33,000
do	6,000	17	102,000
do	6,500	5	32,500
do	7,000	7	49,000
do	7,500	4	30,000
do	8,000	8	64,000
do	9,000	3	27,000
do	9,500	1	9,500
do	10,000	10	100,000
do	11,000	5	55,000
do	11,500	1	11,500
do	12,000	5	60,000
do	12,500	2	25,000
do	13,000	1	13,000
do	14,000	2	28,000
do	15,000	1	15,000
do	16,500	1	16,500
do	17,000	2	34,000
do	18,500	1	18,500
do	19,000	1	19,000
do	20,000	2	40,000
do	22,500	1	22,500
do	23,000	1	23,000
do	24,000	1	24,000
do	25,000	1	25,000
do	27,000	1	27,000
do	32,000	1	32,000
do	36,000	1	36,000
do	39,000	1	39,000
do	261,000	1	261,000
Total number of bondholders petitioning. (655)		655	
Total amount of their bonds (2,310,500)			2,310,500

(Endorsed:) Statement of No's of holders of amount 1st mort. bonds, favoring compromine plans. Filed Oct. 11, 1875. George B. Corkhill, clerk.

FORM No. 2½.

[From the office of H. P. Williams, conveyancer, Marshalltown, Iowa.]

Abstract of title to lot 5, block 5, Scholfield's add., being an add. to the town of Marshalltown.

Grantor.	Grantee.	Inst.	Date of instrument.			Date of filing.			Book.	Page.	Description.	S.	T.	R.	A.	Remarks.
			Month.	Day.	Year.	Month.	Day.	Year.								
Issacher Scholfield & wife.	W'm H. Weatherly	Deed	Jan'y	4	'68	Jan'y	6	'68	17	376	Lot 5, bl'k 5, Scholfield's ad.	....	....	....	....	
W'm H. Weatherly & wife.	C. D. Howland....	"	Sep't	1	'68	Nov.	21	'68	17	543	" " " " " "	....	....	....	....	
C. D. Howland & wife....	Wm. H. Weatherly	Mort'g	Nov.	21	'68	Nov.	21	'68	27	310	" " " " " "	....	....	....	....	Satisfied on the record for $100.
John W. Tripp...........	Lucinda Howland.	"	April	19	1870	April	22	1870	37	32	" " " "	....	....	....	....	
C. D. Howland & wife....	John W. Tripp....	Deed	"	20	"	May	12	"	......	......	" "	....	....	....	....	

[5-cts. stamp, F. M. T., May 12, 1870.]

I hereby certify the above to be a correct and true abstract of title as shown by the records of my office, as witness my hand officially, at Marshalltown, Iowa, this 12th day of May, 1870.

(Signed)

F. M. THOMAS,
Recorder, Marshall County, Iowa.

2793 *Judgment levied upon by sheriff of Cerro Gordo County by virtue of an execution in favor of Catherine Finch and against the Central Railroad Comp'y of Iowa,*

No.	Judgment for.	Judgment against.	Am't.	Costs.	Int.	Book.	Page.	Remarks.
433	Central R. R. Comp'y..	U. S. Harding.....	$94 60	$5 35	10%	1	161	C. C. levy made June 9th, 1875.
577	..........do..........	Jacobs & Becker..	360 00	7 30	10%	1	195	C. C. " "
679	..........do..........	Geo. L. Bunce	93 25	5 65	10%	1	248	C. C. " "
676	..........do..........	W. W. Allen......	197 75	5 45	10%	1	247	C. C. " "
738	..........do..........	Simon B. Dexter..	31 60	5 55	10%	1	255	C. C. " "
739	..........do..........	C. C. Doolittle	100 00	5 75	10%	1	256	C. C. " "
740	..........do..........	W. H, Mason.....	16 64	5 55	10%	1	256	C. C. " "
438	..........do..........	Horace Greene...	114 06	7 15	10%	1	135	C. C. " "
677	..........do..........	L. J. Waterbury..	94 61	7 40	10%	1	231	C. C. " "
742	..........do..........	W'm Hurd.......	50 77	5 85	10%	1	257	C. C. " "
434	..........do..........	Ira W. Shaffer....	98 10	7 25	10%	1	135	C. C. " "

Copy of mem. placed upon judgment-docket in each case of levy.

By virtue of an ex. issued out of the clerk's office of the circuit court of Hancock Co., I'a, May 4th, 1875, in favor of Catherine Finch and against the Central R. R. Co. of Iowa, I hereby levy upon this judgment this 9th day of June, 1875.

(Signed) H. H. SCHELL, *Sheriff.*

2794 STATE OF IOWA,
Cerro Gordo County, ss:

I, M. S. Schermerhorn, clerk of the circuit court in and for Cerro Gordo County, do hereby certify that the opposite judgments, in favor of the Central R. R. Co. of Iowa, are the ones levied upon by the sheriff of this county, and that the copy of the sheriff's memoranda of levy appears on opposite side of this instrument the same as it appears on my judgement docket on the various pages as therein set out.

Witness my hand and the circuit court seal this 26th day of June, A. D. 1875.

[SEAL.] (Signed) M. S. SCHERMERHORN,
Clerk.

2795 In the circuit court of the United States, dis't of Iowa.

A. V. LYNDE & ALS.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA. }

To the above-named defendant, The Central Railroad Company of Iowa, or Brown & Sears, its attorneys.

You are hereby notified that, on the hearing of said cause, at Davenport, Iowa, on the 11th day of August, A. D. 1874, the plaintiffs in the above-entitled cause will introduce & read in evidence the certificate of J. W. Corr, the clerk of the circuit & district courts of the State of Iowa in & for the county of Poweshiek, showing the following facts:

That on the 6th day of January, A. D. 1874, judgment was rendered
against said Central Railroad Company, defendant herein, at the suit
& in favor of H. Abbott, for the sum of $31,353.12 damages &
2796 $3.75 , in one of the courts (circuit or district) aforesaid.

That on said date, in one of said courts last named, judgment was rendered in favor & at the suit of J. M. Cate, against said Central Railroad Company of Iowa, for the sum of $108,526.65 damages & $4.00 costs of suit.

That on said date, in of said courts last named, judgment was rendered in favor of & at the suit of J. S. Gilman, against said Central Railroad Company of Iowa, for the sum of $48,896.60 damages & $3.75 costs of suit.

That the county seat of said county is Montezuma.

(Signed) PLATT SMITH &
(") HENDERSON & MERRIMAN,
Plaintiffs' Att'ys.

(Indorsed:) Notice of introduction of certificate of clerk J. W. Carr.

Rec'd copy hereof Aug. 31, 1874, at my residence, at half past 9 o'clock in the evening.

(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL,
Clerk.

2797 A. V. LYNDE ET AL.
vs.
CENTRAL R. R. CO. OF I'A & OTHERS.

MARSHALL CO.,
State of I'a, ss:

I, Charles C. Gilman, of Eldora, State of Iowa, aged 41 years, duly depose & state that during the construction of the line of the Central R. R. Co. of Iowa, I was pres'd't & general manager & am familiar with its construction & the different times of periods when it was completed. That portion of said line embraced between Ackley & Eldora, 16 miles, was built in 1868, from Eldora to Marshalltown in 1869, from Marshalltown to Albia & Ackley to Mason City in 1870, Mason City to Northwood in 1871; distances, Eldora to Marshalltown 43 miles, Marshalltown to Albia 81 miles, Ackley to Mason City 45 miles, Mason City to Northwood 21 miles.

(Signed) C. C. GILMAN.

I also further state that as pres'd't of the Central R. R'd Co. of
2798 Iowa that in behalf of said Co. I contracted with the Taunton Car Co., of Taunton, Mass., through I. M. Cate, of Boston, in 1870 for the supply of 20 flat cars. That the claims of said R. R. Co. on said car Co. for damages in default or poor construction was fully allowed by said Taunton Car Co. & that the said I. M. Cate was fully paid in the year 1870 for said cars. less the am't allowed by said car Co.

(Signed) C. C. GILMAN.

Subscribed & sworn to before me & in my presence by the said C. C. Gilman, this 31st day of August, A. D. 1874. As witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN.
Notary Public Marshall Co. Iowa.

(Indorsed:) C. C. Gilman. Road when built. Also Cate, N. Y. suit.

Rec'd copy hereof this 31st day of August, A. D. 1874.

(Signed) BROWN & SEARS,
P'r H. E. J. BOARDMAN,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed,) GEORGE B. CORKHILL,
Clerk.

2799 In the circuit court of the United States and district of Iowa,
October term, 1874.

A. V. LYNDE, CHARLES ALEXANDER & OTHERS
against
CENTRAL RAILROAD CO. OF IOWA & FARMERS'
Loan & Trust Co. of New York, trustees.

1. What is your name, age, residence, & occupation?

Ans. My name is Geo. Bentley; age, 42; occupation, secretary of Hardin & Mahaska Coal Co.

2. If you answer that you are secretary of the Hardin and Mahaska Coal Company will you please state if the duties of this office require you to attend to the purchase & shipment of all coal used by the Central Railroad Co. of Iowa, & shipped by them over their line of road?

2800 Ans. The shipping on the Central Railroad of Iowa, of coal used by that co., is done through me, as an agent, & the Harding & Mahaska Coal Co., has nothing to do with it. The coal of the mining companies of Mahaska and Monroe Counties is shipped either through the agency of said Hardin & Mahaska Coal Co. or myself, as an individual agent.

3. Do you keep and maintain in your office such books and papers as will show monthly and yearly shipments of coal over line of said Central Railroad of Iowa, and the am't of freight-money rec'd by said railroad company on these shipments?

Ans. The amount of coal is shown by our books, and up to July 1, 1874, I think also the amount of freight.

4. If your answer is in the affirmative, will you refer to your books and give me answers to the following questions? How much coal (in tons) was sold to & shipped over the line of said road in the year 1873, and what would have been the receipts of the railroad co. on said coal-carriage at tariff rates?

2801 Ans. The amount of tons, I think, is over 82,000, but am not sure, but think that is not far from it. I cannot tell what the receipts would have been; it would require a very lengthy examination to tell that. It would take several days contin'ous work to do it, I think.

5. What am't of coal was shipped the first six months of 1873, and what did the freight amount to?

Ans. I cannot tell, I have not made the estimate that way.

6. How much coal was shipped over line of said road the first six months of the year 1874, and how much did the freight amount to?

Ans. My answer is the same as to No. 5.

7. Is the Milwaukee & S't Paul R'y a large purchaser of the
2802 coal mined or purchased by the co. of which you are sec'y?

Ans. It has been, but is not now. It now buys of me as agent of the mining companies.

8. Were their orders as large the first six months of the present year as in the first six months of 1873?

Ans. I cannot tell. I might by a careful examination of the books.

9. If not, *t*o you attribute the decline in demand to any other cause than bad policy or management on the part of the executive officers of the Central R. R. Co. of Iowa; &, if so, what?

Ans. I decline to answer, as that is only a matter of opinion.

10. Do you think that the management of the affairs of the Cen-
2803 tral Railroad of Iowa, by D. N. Pickering, sup't, has been such as

would develop the coal-trade to the point which it would reach with proper effort & care?

Ans. I decline to give my opinion.

11. Have you been able to obtain of the said D. N. Pickering a fixed tariff for a sufficient length of time as to enable you to make large contracts for future delivery?

Ans. There has always been a fixed tariff, I think, frequently, too high; so high as to prevent sales of coal in many cases. The fluctuations in the tariff have not prevented sales for future delivery, the high rates have.

(Signed) GEORGE BENTLEY.

Subscribed in my presence and sworn to before me this 29 day of August, 1874, by the above named Geo. Bentley.

[SEAL.] (Signed) JOHN F. LACEY,
Notary Public.

2804 (Indorsed:) A. V. Lynde vs. C. R. R. Co. of Iowa. Coal tariff. Affidavit of Geo. Bentley.

Rec'd copy hereof Aug. 31, '74.

(Signed) BROWN & SEARS,
P'r H. E. J. BOARDMAN,
Def'ts' Att'ys.

Filed Oct. 11, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

2805 A. V. LYNDE & ALS.
vs.
THE CENTRAL RAILROAD COMPANY IOWA & AL.

STATE OF IOWA,
Marshall County, ss:

I, David Keefe, being first duly sworn, on oath state that I am 23 years of age, reside at Marshalltown, Iowa, & am fireman for Central Railroad Company of Iowa. I have been employed two years next October by the company, since Nov. last as fireman.

I have not been paid regularly or monthly, as my wages became due. I have had money sometimes, & sometimes took acceptances. When I did not receive money they gave me acceptances. The acceptance is an order on the company for so much money, at 60 or 90 days, & M'r Pickering, sup't, &c., accepts the order. I got the acceptances discounted generally at the banks. One I left with M'r Bates to be dis-
2806 counted. He did not get it cashed, & then M'r Pickering took it, as Bates told me, & got it cashed for me. M'r Pruden, I think, gave me the money.

(Signed) DAVID KEEFE.

Subscribed and sworn to before me & in my presence by the said David Keefe, this 29th day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Ia.

(Indorsed:) David Keefe, fireman. Discount.

Rec'd copy hereof Aug. 29, 1874.

(Signed) BROWN & SEARS, *Def'ts Att'ys.*

Filed Oct. 11, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

2807 **In the circuit court of the United States for the district of Iowa.**

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

STATE OF NEW YORK,
County of New York:

I, A. L. Hatch, being duly sworn, depose and say that I am the holder of seventy-seven (77) 3rd mortgage bonds of the Central Railroad Company of Iowa, all of the denominations of one thousand ($1,000) dollars each; that I received said bonds and now hold the same as collateral security for certain loans and advances of money made by me to said company, to the notes and drafts of the said company, which said
2808 notes and drafts fell due and became payable on demand; that
the following is a true statement of the notes and drafts executed by the said company to me, and of the said 3d-mortgage bonds, received as collateral security therefor:

Company's drafts & notes: Two (2) d'fts for $7,500 each, dated Sept. 14th, 1872, one payable 10 days after date, the other 20 days after date, with $25,000 3d-mortgage bonds as collateral. Said drafts became due and unpaid; $10,000 3d-mortgage bonds was required as additional collateral, and same added, both d'fts payable to my order.

Company's note for $10,054.16, dated Nov. 16th, 1872, payable 30 days after date, with $16,000 of 3d-mortgage bonds as collateral.

2809 Company's note for $18,500, dated April 15th, 1873, payable 60 days after date, to order of "Gallatin National Bank," and I g'arranteeing the payment of same, became due and unpaid; $6,000 3d-mortgage bonds were regained and added as additional collateral.

Company's two (2) notes, one for $15,000, dated Oct. 15, '73, at 60 days, and the other for $20,000, dated Nov. 9th, '73, at 30 days; both payable to the order of the "National Bank of the Republic," and I surety for their payment. Each became due and unpaid. $10,000 3d-mortgage bonds were regained and *and* added as additional collateral to each note.

Said d'fts and notes stand thus:

2 d'fts,	$7,500 each,	$15,000	$35,000,	3d col.
1 note,	10,054.16	" 10,054.16	" 16,000,	" "
1 "		" 18,500	" 6,000,	" "
2 "	$15,000 " 20,000	35,000	" 20,000,	" "
		$78,554.16	$77,000	3d "

2810 And that I now hold the said $77,000 in amount of the 3d-mortgage bonds as collateral security for the said company's drafts and notes, to the amount of ($78,554.16) seventy-eight thousand five hundred and fifty-four and $\frac{16}{100}$ dollars, and that none of the said drafts & notes have ever been paid by said company, nor any part thereof, but the same are all due now and outstanding, and valid obligations against said company.

That this affiant has never sold or otherwise disposed of any of the said 3d-mortgage bonds of the Central Railroad Company of Iowa, than to return the same to the company aforesaid, upon the payment of the loans for which said bonds were hypothecated.

2811 This affiant was the treasurer of the Central Railroad Company of Iowa from May 27th, 1872, to April 24th, 1874, and that during this time there were issued by said company $700,000 in amount of the said 3d-mortgage bonds, all of the denomination of $1,000 each.

That none of said bonds were ever sold, but they were all hypothicated to various parties to secure loans and advances of money and notes given for rolling-stock by said parties made to the said company. That said bonds were so hypothicated at the rate of 60 or under in bonds to ($1.00) dollar of the indebtedness of the company, incurred by said loans and advances to it.

That the first installment of interest on said bonds fell due on the 15th of Nov., 1872, and that neither said installment nor any succeeding installment of interest has ever been paid by said company.

And further affiant saith not.

(Signed) A. L. HATCH.

2812 Subscribed & sworn to before me this 24th day of August, 1875.

[SEAL.] (Signed) EDWARD L. OWEN,
U. S. Commissioner for the Southern Dist. of New York.

(Indorsed:) Affidavit of A. L. Hatch as to 3d-mortgage bonds. Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2813 In the circuit court of the United States for the district of Iowa!
October term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, ET ALS.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA & The Farmers' Loan & Trust Co. of New York, trustees.

Interrogatories to be answered by Henry L. Leach, of Boston, in commonwealth of Massachusetts.

1. What is your name, age, residence, & occupation?

2. If your occupation is that of a locomotive builder or superintendent of locomotive works, please state what works, and for what length of time you have been engaged in this capacity.

2814 3. Have the Hinckley & Williams Locomotive Works ever manufactured any locomotives for the Central Railroad Co. of Iowa; & if so, how many?

4. Through whom, on the part of this company, were these locomotives purchased of you?

5. Did any orders come through Isaac M. Cate, of Boston, for the engines thus made for the Central Railroad Co. of Iowa?

2815 6. If your answer is in the affirmative, please state if he claimed any commission at your hands as sup't for the order given you by the co.

7. If he did, please state the amount, and whether the claim was made before or after the delivery of the engines.

8. At what price, in cash, can you at the present time deliver freight locomotives weighing 28 to 30 tons, with cylinder capacity of 16x22 or 16x24, of about same finish as the locomotives previously furnished the C. R. R. Co. of Iowa by the Hinckley & Williams works?

9. At what price can you furnish "ten-wheelers," forty tons weight & cylinder capacity of 17x24, common freight finish?

2816 10. Are you acquainted with the quality of work & finish of locomotives manufactured at the Manchester Locomotive Works, of New Hampshire, and the Mason Locomotive Works, of Taunton, Mass.? If so, do they excel those of your own manufacture, in your opinion?

11. Are you personally acquainted with D. N. Pickering; & if so, for what length of time has this acquaintance existed?

12. What reputation does he bear in Boston as a competent and honest railroad manager?

2817 In the matter of A. V. Lynde, Charles Alexander, et al. vs. The Central Railroad Company of Iowa & The Farmers' Loan & Trust Co. of New York, trustees.

Answers to interrogatories propounded to Henry L. Leach by pl'ffs.

1. Henry L. Leach; age, 53 years; residence, No. 1 Rollins street, Boston; am general manager of the Hinckley Locomotive Works, Boston, formerly Hinckley & Williams Locomotive Works.

2. Been superintendent of Hinckley Locomotive Works ten (10) years from last April.

3. Yes; but cannot state how many without reference to my books.

4. Most, if not all, of them were purchased by I. M. Cate.

2818 5. Yes.

6. I decline to answer that question.

7. I decline to answer.

8. I could now deliver them for $9,000 (nine thousand dollars) *now* in Boston for cash.

9. Eleven thousand dollars.

10. No. I consider them about equal.

11. Have been slightly acquainted with him about six years last past.

12. I don't know that he has a reputation in Boston as a railroad manager.

(Signed) H. L. LEACH.

2819 MIDDLESEX, *ss:*

AUGUST 21ST, 1874.

Then personally appeared the above named H. L. Leach & made oath to the truth of the above statements by him subscribed before me.

(Signed) SELWYN LYNDE,
Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS,
Middlesex, ss:

On the twenty-first day of August, in the year eighteen hundred & seventy-four, the aforesaid deponent personally appeared before me, the subscriber at Boston in the commonwealth of Massachusetts, aforesaid, & he being first cautioned & sworn to speak the truth, the whole truth and nothing but the truth, gave the foregoing deposition by him subscribed in my presence, & the same was by me reduced to writing in his presence & carefully read to the deponent by me. Taken at the request of A. V. Lynde et al., & to be used in a complaint in equity now pending between A. V. Lynde et al. & The Central Railroad 2820 Company of Iowa, & the Farmers' Loan & Trust Company of New York, trustees, before the circuit court of the United States for the district of Iowa, October term, A. D. 1874.

(S'g'd) SELWYN LYNDE,
Justice of the Peace.

Fees: Witness, 1.50; com'r fees, 10.00; $11.50.

(Indorsed :) Henry L. Leach ; as to Cate's commission on locomotives, & as to Pickering's reputation.

Rec'd copy hereof Aug. 29th, '74.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2821 In the circuit court of the United States, dis't of Iowa.

A. V. LYNDE & ALS.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
& al.

STATE OF IOWA,
Marshall County, ss:

I, R. E. Sears, being first duly sworn on oath state that I am 26 years of age ; reside at Marshalltown ; occupation attorney at law. I am partner of Timothy Brown, attorney of Central Railroad Company of Iowa, & have been since Jan'y 1st, 1873. D. N. Pickering has never loaned me money for any purposes whatever. I have sold him several mortgage notes ; he has loaned money himself to other parties & I have attended to drawing the papers for him. I do not remember the exact amount of these loans ; I should they would approximate $5,000 or $6,000 ; aside from the transactions above named I have never sold or
2822 transferred to Mr Pickering any lands or securities. I have never in behalf of myself, or Brown & Sears, or of any body else purchased any acceptances of the Central Railroad Company of Iowa of D. N. Pickering.

For the securities before mentioned I have never received, directly or indirectly, any acceptances or time-checks of D. N. Pickering. I do not now remember that I have ever, either for myself or for Brown & Sears or for any body else discounted any acceptances or time-checks of said company. The firm of Brown & Sears have several times taken acceptances of employees for services rendered them, but never to my knowledge made any discount on them. Never to my knowledge has T. Brown for himself or for the firm of Brown & Sears bought any acceptances of the Central R. R. Co. at a discount.

Further, I say not.
(Signed) R. E. SEARS.

2823 Subscribed & sworn to before me & in my presence by the said R. E. Sears, this 31st day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Iowa.

(Indorsed :) R. E. Sears. Pickering loans money.

Rec'd copy hereof Aug. 31st, 1874.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2824 A. V. LYNDE & AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
& al.

STATE OF IOWA,
Marshall County, ss:

I, Geo. Glick, being first duly sworn on oath state that I am 47 years of age, & reside in Marshalltown, Iowa, & am president of the 1st National Bank of Marshalltown, Iowa.

The bank has discounted time paper or acceptances issued by the Central Railroad Company of Iowa to employees to quite a large amount; some of it we have discounted directly to the holder of the paper, & sometimes we have discounted through Bates, cashier, and Pickering, superintendent; we made an arrangement with Pickering to discount at 1¼ per cent. per month for such employees as M'r Bates & M'r Pickering introduced. For outside parties we discounted from 1¼ to 1½ per cent. per month.

(Signed) GEO. GLICK.

2825 Subscribed and sworn to before me & in my presence by the said Geo. Glick this 29th day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public, Marshall Co. Ia.

(Indorsed:) Geo. Glick; as to discounts.

Rec'd copy hereof Aug. , 1874.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B CORKHILL, *Clerk.*

2826 In the circuit court of the United States for the district of Iowa, Oct. term, 1874.

A. V. LYNDE, CHARLES ALEXANDER AND others.
against
THE CENTRAL RAILROAD COMPANY OF IOWA, and the Farmers' Loan & Trust Co. of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. H. P. Vedder; age, 47; residence, Marshalltown, Ia.; occupation, engineer Cent. R. R. of Iowa.

2. If you answer that you are a locomotive engineer in the employ of the Central R. R'd Co. of Iowa, please state for what length of time you ave been there employed, & what wages you receive?

Ans. I have been engineer on Cent. R. R. about 4 years. I receive 3.50 per day.

3. Have you received payment or been credited with your wages for une, 1874?

Ans. I took an acceptance for my June wages which I got cashed by peer & Washburne, my grocers.

2827 4. How many days' work did you receive credit for in said month of June?

Ans. I received credit for full month except perhaps one day.

5. Do you keep any memorandum of your own of the time you are employed?

Ans. No.

6. If your answer is yes, please state how many days you really did work in said month of June?

Ans. I have answered.

7. Was you in Boston during any part of May, June, or July, 1874? If so, state when & for what length of time.

Ans. I was in Boston in May, about the 16th, & stayed about 4 weeks, part of the time on my own business and part on company's.

8. If not in Boston, was you in Massachusetts, and how many days elapsed from the day you left Iowa until the day you returned, inclusive?

Ans. About 4 weeks.

9. Who accompanied you on this trip?

Ans. John A. Davis.

2828 10. Was D. N. Pickering, supt., and John Davis with you?

Ans. Davis was with me—I merely saw Pickering there.

11. Are John Davis and yourself related by blood or marriage? If so, state the relationship which exists.

Ans. My wife & Davis are cousins.

12. Who paid your expenses and bills on this trip?

Ans. I received part from the office here & part from M'r Pickering. The money I received here was taken out of my pay.

13. At whose request did you make this trip, and for what purpose?

Ans. It was at the request of M'r Cate, a year ago, who requested me to come as a witness in a lawsuit.

14. Was it for the purpose of attending as witnesses for I. M. Cate, a lawsuit brought against the said I. M. Cate by one Dean, of Taunton, Mass., to recover a balance due on contract for delivery of cars?

2829 Ans. I cannot say about the merits of the case. It was about some work on cars which I had to repair after they were received at Eldora in order to make them servic'able.

15. Did you so understand or was it represented to you that I. M. Cate was defending this suit as an individual or as a claim against himself alone, or as pres'd't of the C. R. R. of Iowa, in defence of said co.?

Ans. I supposed it was for the company, though I do not know.

16. If you thought that the Central Railroad Co. of Iowa had anything whatever to do with this suit, who gave you so to understand?

Ans. I got the understanding from M'r Cate.

17. Have you ever had any acceptances cashed by D. N. Pickering, or officers or clerks in gen'l office? If so, when, by whom, for what amounts, and what rate of discount.

Ans. No, sir.

(Signed) H. P. VEDDER.

2830 Subscribed & sworn to before me & in my presence, by the said H. P. Vedder, this 29th day of August, A. D. 1874, at Marshalltown, Iowa, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,

Notary Public, Marshall Co., Iowa.

(Indorsed:) H. P. Vedder, about time & expenses as witness.

Rec'd copy hereof this 29th day of August.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2831 Interrogatories to be propounded to Warren Currier.

1. State your name, age, residence, & occupation.

2. How long have you been president of the Missouri Car & Foundry Company of S't Louis?

3. State wheather you or said Car & Foundry Co. ever at any time made a lease to the Central Railroad Company of Iowa; & if so, if you have a copy of same, attach a copy thereof to your affidavit.

4. If you have not such copy & cannot attach a copy as desired above, you may state the terms of said lease, date, the number of cars leased, for what time leased, the agreed rental per month, &c.

5. Please state for what length of time the rental has been paid & for what length of time, if any, it is in arrears.

2832 6. Please state whether you have seen a statement or statements issued or purporting to have issued & prepared by the officers of said Central Railroad Company of Iowa, to the directors of said company, showing the earnings & disbursements of said company during the 6 months ending June 30, '74, & whether in said statements the items of $3,500 per month for the rental of said cars under said lease appeared, & state whether said statements were in said particular correct or not.

The notary will please take the affidavit in narrative form, & entitle it "In the U. S. circuit court for the dist. of Iowa. A. V. Lynde & al. vs. The Central Railroad Company of Iowa."

2833 EXHIBIT A.

This agreement made at Boston, Massachusetts, this first day of September, 1873, between the Missouri Car and Foundry Company of S't Louis, Missouri, party of the first part, and the Central Railroad Company of Iowa, in the State of Iowa, party of the second part, witnesseth:

That the first party hereby agrees to furnish and lease to the second party, for a term of five years, two hundred cars, to wit, one hundred box and one hundred coal cars of the following description: To be twenty-eight feet long, the box-cars having grain doors, and being in all respects, except in length, like the fifty box-cars last furnished to the second party by the first party. The trucks and floors of the coal cars to be the same as the box, with sides and ends added so as to produce what is known as a gondola coal car. It is understood that the
2834 drawheads for these cars shall be strengthen'd by being made heavier than the drawheads in the fifty cars above mentioned, d that the cars, both box and coal, shall be in all respects first class material and workmanship. The aforesaid two hundred cars are to delivered to the second party on the track of the S't Louis, Kansas ity and Northern Railroad in Saint Louis by the fifteenth day of Octo- r next, and the term of renting is to date from the average date of de- very, and from that date the second party is to pay to the first party, its assignees, during the time aforesaid, the rent of said cars monthly:

for the box-cars twenty dollars per month, and for the coal-cars fifteen dollars per month. These payments are to be made in S't Louis or New York, as the second party may elect, on the twentieth day of the month next following that on which the rent is earned. And it is further understood that the second party, at the beginning of each year during
said term, shall, if so requested by the first party, issue for said
2835 monthly rent coming due for the year then next following its
twelve promissory notes, payable in S't Louis or New York, as it
may elect, each note being for one month's rent of said two hundred cars.

In view of the premises the second party agrees to accept and receive said two hundred cars, as the lessees thereof, on the terms above specified, and to pay the monthly rent thereof at the time and in the manner stated above; and to use and employ the same on its road and on connecting lines in a careful and reasonable manner; and at all times to keep the same in complete order, repair, and running condition at its own cost, renewing and making good any of said cars that may be wrecked or otherwise damaged or destroyed.

The foregoing stipulations are subject to the right of the second party
at the end of the first two years of said term to terminate this
2836 lease by becoming the purchaser of said cars at the following prices,
to wit: For the box-cars, six hundred and seventy-five dollars
per car, cash; and for the coal cars, five hundred and forty dollars per car, cash. As a condition to this right of purchase all rent earned during said two years shall first be paid, and the second party shall give the first ninety days' prior notice of its election to purchase—that is, ninety days prior to the termination of said two years.

If the second party should not elect to become the purchaser of said cars under the terms of the last preceding clause, then the lease is to continue and be in force for the full term of five years, at the end of which term the second party agrees to take said cars as the purchaser thereof at a valuation—that is, at such price as said cars shall be considered to be worth at that time, by three disinterested and competent appraisers, one to be selected by each of the parties hereto, and the
third by the two thus selected; and the first party agrees to sell
2837 said cars at the end of said five years at a price to be ascertained
upon a valuation as above; that if the purchase-money of said
cars is fully paid, the title to them is to be and remain in the first party as the owners thereof.

In case of default on the part of the second party in the payment of the rent aforesaid or the aforesaid purchase-money, or other known and willfull failure to perform the stipulations herein binding upon it, it shall be the right of the first party to take and seize said cars, with or without legal process, wherever the same may be found, and for that purpose may go upon the second party's road and premises and the motive power thereof, in any proper manner, in securing, transferring, and keeping said cars until the same shall be sold and disposed of at public or private sale, as the first party, its officers or agents, may
deem for the best advantage of the parties in interest. And it
2838 shall be the right of the first party, upon the occurrence of suc
failure or default, to declare this lease forfeited, and thereupo
to recover and dispose of said cars as aforesaid, applying the procee
thereof as follows: First, to the payment of the costs and expenses
the recovery, custody, and sale of said cars; second, to the payment
any balance of rent then in arrears, or any balance due on any note o
notes given for rent; third, to the payment of the purchase-money of

said cars, to wit, the sum of six hundred and seventy-five dollars per
car for said box-cars, and the sum of five hundred and forty dollars per
car for each of said coal cars. In case the forfeiture aforesaid should
occur at or after the termination of the third year of said term, then the
price of the cars shall be ascertained by deducting from the prices last
named four per cent. thereon for each full year said cars shall have been
in use subsequent to said first two years, such deduction measur-
2839 ing the assumed deterioration of said cars after the termination
of the first two years of the lease.

Any ballance of the purchase-money or value of said cars that may not be met and satisfied by the proceeds of the sale or sales aforesaid, when said cars shall all be disposed of under the forfeiture aforesaid, the second party agrees to pay and make good on demand; and the second party agrees, in case said lease shall be legally forfeited, thereupon immediately, on request, to return said cars to said first party or its legal representatives at S't Louis, in the State of Missouri.

The six hundred and seventy-five dollars herein mentioned as the
selling-value of each of said box cars at the end of the first two years
of the lease, and the five hundred and forty dollars herein mentioned
as the selling-value of each of said coal cars, at that time, is not to be
taken as the value of new cars; and it is agreed that should the
2840 forfeiture aforesaid lawfully occur and be declared prior to the
expiration of said first two years of the lease, the value of said
cars for all purposes herein contemplated shall be taken and assumed to
be as follows: For each box car seven hundred and forty dollars, and
each coal car five hundred and ninety-five dollars.

In witness whereof the parties, by their duly authorized agents, hereunto subscribe their corporate names, the day and year aforesaid.

(Signed) MISSOURI CAR AND FOUNDRY CO.,
By WARREN CURRIER, *P't.*
(Signed) THE CENTRAL RAILROAD CO. OF IOWA,
By ISAAC M. CATE, *President.*

The coal cars to have sides and ends eighteen inches high.

STATE OF IOWA,
County of Marshall:

Be it remembered that on this 20th day of September, A. D. 1875,
personally appeared before me, the undernamed, notary public in
2841 and for said county, the Missouri Car and Foundry Company, by
Warren Currier, president of said corporation, he being to me
personally known to be the identical person who executed the above instrument on behalf of and as officer of the Missouri Car and Foundry Company, grantor, and acknowledged the execution thereof to be his free act and deed, and the voluntary act and deed of the Missouri Car and Foundry Company, by him executed and done.

In witness whereof I have set my hand and notarial seal the day and year first above written.

[SEAL.] (Signed) TIMOTHY BROWN,
Notary Public Marshall County, Iowa.

The within-mentioned one hundred coal cars having at the request of the second party herein been modified so as to adapt them to the carriage of lumber at a cost of twelve dollars per car, it is therefore agreed that the selling value of said cars at the date of delivery shall be taken and

assumed to be six hundred and seven dollars per car; and
2842 that the selling value of them at the end of two years from the
date of delivery shall be five hundred and fifty-two dollars per
car, as the price at which the said coal cars may be purchased at that
time by said second party.

Witness our hands this fifth day of November, 1873.

(Signed) THE CENTRAL RAILROAD OF IOWA.
ISAAC M. CATE, *President*.

2843 In the circuit court of the United States for the district of Iowa.

A. V. LYNDE ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Affidavit of Warren Currier.

STATE OF MISSOURI,
County of S't Louis, ss:

Warren Currier, being first duly sworn, in response to interrogatories hereto annexed states as follows, to wit:

My name is Warren Currier; I am fifty-odd years old; reside in S't Louis, Missouri; and am president of the Missouri Car and Foundry Company of said city, and have been for several years past.

In September last I made a written lease of two hundred cars to the Central Railroad Company of Iowa, on the terms therein stated. A copy of the lease is hereto annexed, marked "Exhibit A," to which reference is had.

The rent reserved in said lease was paid for the months of
2844 November, January, & February last, and default in the pay-
ment of said rent was made for the months of December, March,
April, May, & June last. I have seen a statement or statements sent, as I understood it, from the local office of said railroad in Iowa to the officers of said company at the East, which purported to show the current monthly receipts and expenditures of said road from, say, January to July, for the present year, 1874.

In these statements the monthly rent reserved in said lease was entered as an item of current expenditures, as the statement, if produced, will readily and fully show. In my opinion it was quite correct to enter the car rent among the items of current monthly expenditure. But if it was designed by such monthly statements to show or indicate that said rent was, in fact, paid for any months other than November, January, & February, as above explained, said statements were in that re-
spect strikingly incorrect. The statements themselves must fur-
2845 nish the best means of determining what was intended by them.
I do not recall their phraseology, and have no means at hand for
refreshing my recollection on that subject.

(Signed) WARREN CURRIER.

Sworn to and subscribed before me this 20th day of August, 1874
Witness my hand and official seal the date last aforesaid.

[SEAL.] (Signed) J. S. GARLAND,
Notary Public S't Louis County, Mo.

(Indorsed:) Circuit court of the United States, district of Iowa.

Lynde et al. vs. Central R. R. Co. of Iowa. Affidavit of Warren Currier.

Rec'd copy hereof Aug. 28, '74.
(Signed) BROWN & SEARS,
Def't's Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2846 In the circuit court of the United States, district of Iowa. Oct. term, 1874.

A. V. LYNDE, CHAS. ALEXANDER, AND OTHERS
against
THE CENTRAL RAILROAD COMPANY OF IOWA & The Farmers' Loan and Trust Company of New York, trustees.

Interrogatories to T. J. Fletcher.

1st. What is your name, age, residence, and occupation?

Ans. My name is T. J. Fletcher; age, 27; residence, Marshalltown, Iowa, & occupation, auditor Cent. R. R. Co., Iowa.

2d. If your answer, in part, is that you are auditor of the Central R. R. Co. of Iowa, will you state if you have full charge of this department and do you audit the accounts of the various departments & employees of the said Central R. R. Co. of Iowa?

Ans. Yes, sir.

2847 3d. Will your books show the am't of outstanding indebtedness to employees, whether on pay-rolls or other evidences of indebtedness?

Ans. Yes, sir.

4. If you answer in the affirmative, please state am't due employees on pay-rolls up to Aug. 1st, 1874, and the total am't of what is known as "acceptances" issued and unpaid by the said R. r'd co. up to that time; and if you cannot give the exact figures, give them approximately.

Ans. I should say there were about $90,000 due on pay-rolls, including orders, & $15,000 of acceptances. This will come within $5,000 of exact figures, which I give approximately.

5. Are you acquainted with the present method of auditing and examining the ℀s of various station-agents along the line of said C. R. R. of I.?

Ans. I am.

6. How often are the ℀s of said officers examined and audited?

2848 Ans. Just as often as is necessary to keep the accounts up & audited.

7th. Are these ℀s examined & audited oftener than twice a year. That is, in 1873 & 1874?

Ans. Some have been & some not, as I deem necessary.

8th. Has the ℀s of the Searsboro' station ag't been examined & audited more than once during the past 17 months? If so, how much ftener, & by whom?

Ans. Not more than once since I have auditor; that is, in 15 onths.

9th. Did not an examination of the ℀s at Eldora, in 1873, while in charge of Agent McGinty, show a large loss? If your answer is yes, state the am't as nearly as you can recollect.

Ans. There was a defalcation by the agent of about $400, I think, which is secured by bonds.

2849 10th. Did not an examination of the books at Eldora Station in the present season of 1874, while in charge of Agent Warburton, also show a deficit; and, if so, for what am't, as near as you can recollect?

Ans. There was a deficit in Warburton's account. I think it was less than $200.00.

11th. What is the name of the present agent at Eldora? Has he given any bonds for security of the safe handling of money in that place; & if so, for what am't; when was it given, and who is his bondsman? State as nearly as you can from recollection if you have not minutes by you.

Ans. His name is Elliot A. Jones; his bond was given previous to his taking charge of the office for $2,000.00. His bond is signed by two parties in Grinnell, who are abundantly good, but I cannot recollect their names.

12. Has there recently been discover'd a large deficit in the a/cs of the agent at Ottumwa; & if so, state the approximate am't, and at what time before had the defaulting agent's accounts been overhauled & audited.

2850 Ans. There has been a deficit of less than $500.00, which is amply secured by bonds at Ottumwa. I cannot recollect when their accounts were overhauled or audited.

13th. Had the said Ottumwa ag't's a/cs ever been overhaul'd before to your knowledge, & when?

Ans. I cannot state positively.

14th. How many officers and clerks & other employees are employed in the general offices of the Central R. R. Co. of Iowa, and what is the aggregate am't of salaries or wages paid them yearly or monthly?

Ans. About 15, & the aggregate amount of wages paid is about $1,200 per month.

15. How many regular stations or depots (not including flag-stations) are there on the line of the Central R. R. of Iowa?

Ans. There are twenty-five stations, some of which are flag-stations for some trains, while they are not for others.

2851 16th. How many agents, assistants, telegraph operators, & other employees are at work for the said R. R. co. at these stations, and what is the aggregate amount of their monthly pay?

Ans. There is an agent at each station, but I do not know exactly how many assistants & operatives they have, nor am I sufficiently acquainted with the details of the pay-rolls to say what their pay amounts to.

17th. If you do not audit the a/cs of the station-agents, who does?

Ans. I audit them.

18. Will your books show the am't of time credited to H. P. Vedder & John Davis in the month of June; if so, how much for each?

Ans. My books do not show it. It is shown on the pay-rolls in charge of paymaster's clerk.

19. Was there any insurance on the round-house in Marshalltown when it burned down in 1873 or '4?

Ans. No, sir.

2852 20th. Have you, during the year 1873 or 1874, issued to the directors of the Central R. R. Co. of Iowa, or to other officers of said road, or to any other parties, monthly statements purporting to be the monthly earnings & disbursements of said co.?

Ans. I have every month.

21st. If you do not issue them out of your department, do you know that such statement are issued; &, if so, by whom?

Ans. I have answered.

22. If you have issued these monthly statements, by whose order have you made them, & do you believe them correct?

Ans. Issued by order of D. N. Pickering, gen'l sup't, & I believe them correct.

23d. If you have made these monthly statements, do you recol-
2853 lect an item in disbursements for rent of rolling-stock or cars of
$3.500 per month? If so, to whom was this disbursement made?

Ans. Yes; I recollect that item. It was made to the Missouri Car & Foundry Co.

24. Was this disbursement made during the month of Jan'y, Feb'y, March, Apr., May, & June, 1874, to the Missouri Car & Foundry Co. of S't Louis, of which Warren Currier is president?

Ans. Yes, sir.

(Signed) T. J. FLETCHER.

Subscribed & sworn to before me & in my presence, by the said T. J. Fletcher, at Marshalltown, Iowa, this 29th day of August, A. D. 1874, as witness my hand & seal.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Ia.

(Indorsed:) T. J. Fletcher, auditor. Station ag'ts' a/c. Disbursement of $3,500.

Rec'd copy hereof this 29th day of Aug.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2854 U. S. C. C.

A. V. LYNDE & ALS.
vs.
THE CENTRAL RAILROAD COMPANY OF
Iowa & als.

STATE OF IOWA,
Marshall County, ss:

I, Charles C. Gilman, being first duly sworn, on oath state that I am 26 years of age, reside at Marshalltown, Iowa, & by occupation civil ngineer, & at present & since Feb., 1871, chief engineer of the Central ailroad Company of Iowa. I am not related in any way to C. C. Gil- n, late gen'l sup't of said road. I am a nephew of John S. Gilman, Baltimore, Md. I have worked on the road for the last six years cepting about 2 weeks. I was acting as engineer-in-chief only on section of the road during its construction from Mason City to rthwood; during the time of the construction of the balance of the road I was acting as assistant engineer.

55 Only while I was acting as chief engineer—from Mason City to Northwood—was it left to me to dictate to contractors the

kind & quality of ties & bridge timber used in the construction; there were, however, nearly enough ties on hand to construct that portion of the road before it was commenced, bought while M'r Tracy was chief engineer.

From Mason City to Northwood the construction of bridges was directly under my control. The work performed by contractors between Mason City & Northwood was receipted by me as first class, & it is so to this day. During 1873 & this year I was and am in charge of bridge repairs. The repairs and reconstruction of bridges consist of replacing old with new piling, retieing them & in some cases putting in additional stringers; some repairs were required by introducing & using
what are known as ten (10) wheeler engines, though it was small
2856 proportion, the greater part being charged to reticing the
bridges. The weight of these engines is about thirty-eight (38)
tons. There are on the road eight (8) light engines, whose weight is about 28 tons each; and there are twelve heavy engines whose weight is about 32 tons. I have never seen any engines, with but one exception, in use on any western road as heavy as the ten-wheelers above referred to. All accounts of bridge & track repairs pass through my office.

The amount expended on bridge & culvert repairs & reconstruction in 1873, was 11,325.36 dollars. I cannot state how much was paid up to Jan'y 1st, 1874, for ties purchased in 1873, but I gave vouchers for 18,857.50 dollars. The present condition of the road-bed is good & will compare favorably with any road of its class in the State.

(Signed) CHA'S C. GILMAN.

Subscribed & sworn to before me & in my presence by the said Cha's C. Gilman, this 29th day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public Marshall Co., Iowa.

2857 (Indorsed:) Charles C. Gilman, engineer. Affidavit taken by plaintiff. Condition of road-bed.

Rec'd copy hereof Aug. 31st, 1874.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2858 In the circuit court of the United States for the district of Iowa, Oct. term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, AND OTHERS
against
THE CENTRAL RAILROAD COMPANY OF IOWA, and the Farmers' Loan & Trust Co., of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. John Davis; my age is 36 years; occupation, engineer on Ce
R. R. of Iowa.

2. If you answer that you are a locomotive engineer in the employ
the Central R. R'd Co. of Iowa, please state for what length of ti
you have been thus employed & what wages you receive?

Ans. I have been locomotive engineer 6 years next Dec.; all the while on the Central. I receive $3.50 per day every day of month.

3. Have you rec'd payment or been credited with your wages for June, 1874?

Ans. I had an acceptance for my June pay; did not receive the cash.

2859 4. How many days' work did you receive credit for in said month of June?

Ans. I received credit for 30 days.

5. Do you keep any memorandum of your own of the time you are employed?

Ans. No, sir.

6. If your answer is no, please state how many days you really did work in said month of June.

Ans. I worked thirty days.

7. Was you in Boston during any part of May, June, or July, 1874? If so, state when & for what length of time.

Ans. Yes. I left here May 13 & returned June 9th, 1874.

8. If not in Boston, was you in Massachusetts, and how many days elapsed from the day you left Iowa until the day you returned, inclusive?

Ans. I was in Boston, and was there during the time stated, except time occupied in going & returning.

9. Who accompanied you on this trip?

Ans. H. P. Vedder.

2860 10. Was D. N. Pickering, sup't, and H. P. Vedder with you?

Ans. They were with me in Boston.

11. Are H. P. Vedder & yourself related by blood or marriage? If so, state the relationship which exists.

Ans. He (Vedder) married a cousin of mine.

12. Who paid your expenses and bills on this trip?

Ans. The Central Railroad Company.

13. At whose request did you make this trip, and for what purpose?

Ans. I suppose I was ordered by Isaac M. Cate, for the purpose or on account of the Central Railroad Company of Iowa, & concerning some cars furnished to the company.

14. Was it for the purpose of attending as witnesses for I. M. Cate, a lawsuit brought against the said I. M. Cate by one Dean, of Taunton, Mass., to recover a balance due on contract for delivery of cars?

2861 Ans. The suit was by Dean and against Cate, & was to recover pay for cars furnished the Central Railroad.

15. Did you so understand, or was it represented to you that I. M. Cate was defending this suit as an individual or as a claim against himself alone, or as pres'd't of the C. R. R. of Iowa in defense of said Co.?

Ans. I supposed it was in defense of the Central Railroad Company.

16. If you thought that the Central Railroad Co. of Iowa had any ing whatever to do with this suit, who gave you so to understand?

Ans. I got that understanding from Isaac M. Cate & D. N. Pickering.

7. Have you ever had any acceptance cashed by D. N. Pickering or cers or clerks in gen. office? If so, when, by whom, for what amount, hat rate of discount?

ns. I never have.

(Signed) J. H. DAVIS.

2 Subscribed & sworn to before me & in my presence by the said

John Davis this 31st day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] (Signed) HOLSEY L. MERRIMAN,
Notary Public Marshall Co., Iowa.

(Indorsed:) John Davis, as to being paid for services while going to Boston as witness for Cate.

Rec'd copy hereof this 31st day of August, A. D. 1874.
(Signed) BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

2863 Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY OF New York
gainst
THE CENTRAL RAILROAD COMPANY OF IOWA and others.

STATE OF NEW YORK,
City and County of New York, ss:

Rosewell G. Rolston, being sworn, says that he is president of the Farmers' Loan and Trust Company, plaintiff in the above-entitled action; that said company's place of business is at the corner of William street and Exchange Place in the said city of New York; that said Farmers' Loan and Trust Company has acted as trustee for the Central Railroad Company of Iowa, in the issue of first, second, and third mortgage bonds, and that the said Farmers' Loan and Trust Company has issued, under the first mortgage of the said The Central Railroad Company of Iowa, bonds to the amount of three millions seven hundred thousand dollars; that the said Farmers' Loan and Trust Company has issued under the second mortgage of the said The Central Railroad Company of Iowa bonds to the amount of nine hundred and twenty-five thousand dollars; and that the said Farmers' Loan and Trust Company has issued under the third mortgage of the said *the said* The Central Railroad Company of Iowa bonds to the amount of seven hundred thousand dollars. 2864

(S'g'd) R. G. ROLSTON.

Sworn to before me this third day of August, 1875.
[SEAL.] (Signed) DAVID McCLURE,
Notary Public County & State of New York.

(Indorsed:) Circuit court of the United States for the district of Iowa Farmers' Loan and Trust Company of New York against The Centr Railroad Company of Iowa and others. Affidavit of Rosewell G. Rolsto Filed Oct. 11, 1875. (Signed) George B. Corkhill, clerk.

2865 **United States circuit court, district of Iowa.**

THE FARMERS' LOAN AND TRUST COMPANY
against
THE CENTRAL RAILROAD COMPANY OF IOWA
and others.

STATE OF NEW YORK,
City and County of New York, ss:

Rosewall G. Rolston, being duly sworn, says that he is president of the complainant, The Farmers' Loan and Trust Company, and acquainted with the facts attending the issuing of the bonds secured by the first and second mortgages of the Central Railroad Company of Iowa, and was such president when said bonds were issued, and deponent therefore says that of the first-mortgage bonds, bonds representing a par value of principle of two millions seven hundred and seventy-five thousand 2866 dollars were issued, the same being for the sum of one thousand dollars each with interest, and numbered as follows, namely, from 1 to 135, and from 155 to 2184, and from 2186 to 2777, all inclusive; that bonds numbers 154 and 2185 were destroyed by fire, and consequently bonds numbers 2776 and 2777 were issued in the room and stead of those so destroyed. That in addition to the bonds above mentioned, bonds representing a par value of nine hundred and twenty-five thousand dollars of principal were issued under said mortgage, the same being for the sum of five hundred dollars each with interest, and numbered as follows, namely, from 1 to 1826 and from 1831 to 1854, all inclusive; that bonds numbers 1827 to 1830 inclusive were destroyed by fire, and consequently bonds numbers 1851 to 1854 inclusive were issued in the room and stead of those so destroyed.

(Signed) R. G. ROLSTON.

Sworn to before me this 17th day of September, 1875.
[SEAL.] W. D. SEARLS,
Notary Public New York County.

2867 (Indorsed:) U. S. circuit court, district of Iowa. The Farmers' Loan and Trust Company ag'st The Central Railroad Company of Iowa and others. Affidavit of R. G. Rolston. (Signed) Turner, Kirkland & McClure, plaintiffs' attorneys, 120 Broadway, New York. Filed Oct. 11th, 1875. (Signed) George B. Corkhill, clerk.

2868 *Answer of C. H. Steele, def't.*

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
HE CENTRAL RAILROAD COMPANY OF IOWA
and others, defendants.

Comes now the defendant, C. H. Steele, and represents to the court t he is a judgment creditor of the Central Railroad Company of Iowa. t on the 26 day of August, 1874, he obtained a judgment against d Central Railroad Company of Iowa in the district court of Mahaska nty, Iowa, for the sum of four thousand dollars and costs, for perl injuries sustained by him through the negligence of the agents and

employees of the said Central Railroad Company of Iowa. That said
judgment is a prior and superior lien to *to* the lien of all the pl'ffs
2869 herein, under and by virtue of section 1309 of the code of Iowa of
1873, and under chapter 169 of the laws of the State of Iowa.
That said defendant holds no collateral security of any kind for said judgment; that the said personal injuries are the loss of his right arm by the negligence of the agents of the Central Railroad of Iowa.

An abstract of the said judgment in said cause, duly certified, is hereunto attached and herewith presented and made a part hereof.

That said judgment has never been paid in whole or in part, and stands unsatisfied and unreversed in the said district court of Mahaska County, Iowa, and drawing 6 % interest from the said day of August, 1874.

(S'g'd) W. S. KENWORTHY,
Att'y for Def't Cha's H. Steele.

2870 STATE OF IOWA,
Mahaska Co.:

I, Cha's B. Steele, being first duly sworn, do say that I am the def't herein; that my foregoing answer has been read to me, and that the statements & allegations therein contained are true, as I verily believe.

(S'g'd) CHARLES H. STEELE.

Sworn to before me and subscribed in my presence by the above-named Cha's H. Steele this 26th day of August, 1875.

[SEAL.] D. R. MOORE,
Cl'k Dist. Court Mahaska County, Iowa.

(Endorsed:) Cha's H. Steele vs. The C. R. R. Co. of I'a. Abstract of judg't, &c. Filed Oct. 11, 1875. George B. Corkhill, clerk. W. S. Kenworthy, att'y for pl't'ff. Oskaloosa, Iowa.

Abstract from judgment docket, Mahaska County, Iowa.

No. of case.	Judgment for—	Judgment against—	Date of judgment.			Damages.	Costs.	Per cent.	Fee book.	Record.	No. of execution.	Execution issued.			Execution returned.		
			Month.	Day.	Year.							Month.	Day.	Year.	Month.	Day.	Year.
	Chas. H. Steele…	The Central Railroad Company of Iowa……………………	Aug.	26	1874	4,000 00	147 15	6	11	8–43 "198 "201 "213 " 94							

2872 *Memoranda.*

Notice is hereby given to all parties concerned that I claim an att'y's lien of $1,000.00 on this judgment.

Nov. 5th, 1874.

(S'g'd) **W. S. KENWORTHY,**
Att'y for Pl'ff.

Attest:
C. P. SEARLE, *Clerk.*

For value rec'd I assign the above claim to D. Stanton.

W. S. KENWORTHY.

Attest:
C. P. SEARLE, *Clerk.*

For value rec'd I hereby assign six hundred & seventy-five doll's of the above lien to J. M. Loughridge without recourse on me, and to or junior to my lien.

Feb'y 22nd, 1875.

(S'g'd) **DAVID STANTON.**

STATE OF IOWA,
Mahaska County:

I, D. R. Moore, clerk of the district court in and for said county and State, do certify that the above is a correct abstract from the judgment docket in my office of judgment in favor of Cha's H. Steele and against the Central Railroad Company of Iowa.

2873 Witness my hand and seal of said district court this 30th day of August, A. D. 1875.

[SEAL.] **D. R. MOORE,** *Clerk,*
By *Deputy.*

(Endorsed:) Form 106. Transcript of judgment. Mahaska County. Charles H. Steele vs. The Central R. R. Co. of Iowa.

2874 JOHN F. DUNCOMBE, Esq.:

The following is a correct list of judgments rendered in the courts of this county since March 17, 1874, except the list given you previous:

JOHN ANDERSON
vs.
CENT. R. R. CO. OF IOWA.

Judg., 200; costs, 60; D. 237. Dec. 4, 1874.

ADDIE E. BERRY
vs.
CENT. R. R. CO. OF IOWA.

Judg., $5,000; costs, 86.90. Sept. 28, 1874.

STATE OF IOWA,
Marshall Co., ss:

I, E. R. Jones, clerk of court in and for said county of Marshall, hereby certify the above to be a correct abstract of two judgment' as rendered by the courts of this county.

Witness my hand and seal of district court.

[SEAL.] (S'g'd) E. R. JONES, *Clerk.*

(Endorsed:) List of Marshall Co. judgments. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2875 On the other hand the approvals for the "compromise" plan include both Boston & New York committees; also (at face),

$ of first-mortgage bonds.
$ of second-mortgage " .
$ of third-mortgage " .
$ of stockholders.
$ of floating-debt holders.

Also the president & directors of the Corporation Railroad.

Said plans differ principally in these respects: The compromise plan undertakes to pay the interest on the entire first mortgage after five years, & for five years to pay whatever the road shall earn. It also makes the Boston & New York committees trustees to control the road.

The S't Louis, Iowa & Minn. undertake to pay over the net earnings of the road for 30 years.

2876 I find there are substantially two plans before the bondholders for final disposition of the road, and each of these contemplate preserving a priority of liens. These plans are called the compromise plan & the S't Louis, Iowa & Minnesota.

These plans, by request of the respective counsel & committees, are herewith submitted, together with the approvals of bondholders, stockholders, & debtholders, so far as the same have come to my hands. I find that prior to the formation of the compromise plan by the Boston & New York committees the S't Louis, Iowa & Minnesota was in existence, & the approvals thereof I find amount to .

Since the formation of the compromise plan a portion of the above have withdrawn, so that at present there are favoring the S't Louis, Iowa & Minn., as follows:

(Endorsed:) Requests for findings by H. E. J. Boardman. Filed Oct' 11, 1875. George B. Corkhill, clerk.

2877 *Petition.*—Filed M'ch 24, 1874. C. P. Searle, clerk.

District court, August term, 1874.

STATE OF IOWA,
Mahaska County, *ss:*

ADDIE BERRY, ADMINISTRATRIX OF THE ESTATE of W'm E. Berry, dec.,
vs.
THE CENT. R. R. OF IOWA.

the hon. district court in and for said co.:

1. Plaintiff respectfully represents that she is the administratrix of estate of W'm E. Berry, dec., duly appointed and qualified as such, that said Berry died intestate.

Plaintiff further avers that the Cent. R. R. Co. of Iowa, the def't, corporation duly organized and constituted under the laws of Iowa.

3. The def't on or about the 5th day of Feb'y, 1874, was engaged in
the business of running and operating a railway known as the
2878 Cent. R. R. of Iowa, and that on said date W'm E. Berry, the
plaintiff's intestate, was an employé of defendant, and was engaged in the business of car-repairing at Marshalltown, in Marshall Co., Iowa, upon the lien of def't's railway.

That at said date said decedent was engaged in working upon the repair yard or switch of defendant, repairing cars, & was engaged in his usual & customary employment upon said switch.

That certain employés of defendant negligently and carelessly caused a flying switch to be made by throwing certain cars in upon said side-track or switch, where the deceedent, W'm E. Berry, was at that time at work. Said Berry was then and there engaged at his work upon a number of cars that had been placed upon said side-track for repair,
and was then and there engaged in looking under said cars, as it
2879 was his right & duty to do, & that by his position at the time he
was unable to see that portion of the track from which said flying switch was made, & that said deceedent was free from any negligence or fault, and was only engaged in his ordinary and legitimate business.

That while the said Berry was thus engaged the said flying switch was made by forcibly backing said cars up with an engine, at a high rate of speed, to the switch, & then cutting the cars loose from the engine and permitting them to pass beyond the control of the engineer who had said engine in charge.

That the engineer, fireman, & breakman in charge of said engine and cars so negligently caused said engine & cars to go at such a high rate of speed, & without using the breaks, that said cars ran against the cars that said Berry was repairing, & caused said cars that he was repairing to run over and kill him.

That no signal was given by said or otherwise to warn
2880 said Berry of his danger. That the said flying switch was made
around a short curve & upon a down grade, so that an ordinary signal could not have been observed by said Berry, but that no signal of any kind was made.

That said Berry was killed through the gross negligence of said employees, to wit, said engineer, breakman, & fireman. That said cars, constituting said flying-switch, were thrown negligently and carelessly, and with gross negligence and gross carelessness, against the said cars that said Berry was repairing, and thereby said latter cars ran over the said Berry, causing his death. That said Berry was a man of about thirty-two years of age, of sound bodily health before the time of said injury.

That, by reason of the negligence & wrongful act of defendant in
causing the death of said intestate, the plaintiff has sustained
2881 damages in the sum of twenty-five thousand dollars, for which,
with costs of this suit, she prays judgment.

(S'g'd) JOHN D. LUCAS,
Pl'ff's Att'y.

Stipulation.—Filed August 28th, 1874. C. P. Searle, clerk.

District court, August term, A. D. 1874.

STATE OF IOWA,
Marshall County :

BERRY, ADM'X, &C.,
v.
THE CENTRAL RAILROAD OF IOWA.

It is hereby stipulated and agreed that the above suit shall be transferred to the circuit court of Iowa within and for Marshall County, to be tried at the September term thereof, without application for change of venue by either party, and no continuance shall be granted to either party but for cause arising or coming to the knowledge of the 2882 party applying after the date of this stipulation, and then only on showing. It is further stipulated that W. T. Berry, administrator, appointed by the said circuit court, shall be substituted as plaintiff, or, if plaintiff and W. T. Berry so elect, said W. T. Berry may resign as administrator, and said Berry, now pl'ff, be appointed; in which case she shall be continued as plaintiff in the suit. Such substitution, if made, shall be by mere motion, and by the morning of Tuesday, September 15th, 1874. Original papers to be transferred & no copies retained.

Dated August 27th, 1874.

(S'g'd) JOHN F. LACEY,
Attorney for Addie Berry.
HENDERSON & MERRIMAN,
Attorneys for W. T. Berry.
(") BROWN & SEARS,
Attorneys for Defendant, the C. R. R of I.

2883 STATE OF IOWA,
Mahaska County:

ADDIE BERRY, ADMINISTRATRIX OF THE estate of W. E. Berry,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Now comes the defendant, and for answer to petition states that the said plaintiff is not administratrix of the estate of said W. E. Berry, because, the defendant states, that on or about the 5th day of February, A. D. 1874, the said W. E. Berry departed this life intestate, in Marshall County, Iowa, in which county he had resided for more than five years previous to his said death, and that he resided at the time of his said death in said Marshall County, in which county he owned and occupied at the time of his death a homestead and other property; 2884 that all the property said Berry owned was situated in said Marshall County at the time of his death, and that he at said date, nor at any time previous thereto, did not own any property in said Mahaska County of any kind or description.

That on the day of February, A. D. 1874, the clerk of the circuit court of said Mahaska County appointed the plaintiff administratrix of the estate of said W. E. Berry, and she on said day gave bond and took the oath required by law. That on the 19th day of March, A. D. 1874, one W. T. Berry was by the circuit court of Marshall County, Iowa, appointed administrator of the estate of said W. E. Berry, and he on the ame day give bond and took the oath required by law, and entered on he discharge of the duties of said office or trust, all of which will more lly and at large appear from an inspection of a certified copy of the record of said appointment and qualification hereto attached, 85 marked "Exhibit A," and made a part hereof.

That on the 6th day of April, A. D. 1874, the said W. T. Berry, such administrator, caused to be served on the defendant the notice, copy of which is hereto attached, marked "B," and made a part reof, to the same intent as if the same was copied herein at length.

And for the further answer the defendant denies each and every allegation contained in the petition.

(S'g'd) SEEVER & CUTTS,
Att'ys for Def't.

2886 *Transcript of judgment.*

STATE OF IOWA,
Marshall County, ss:

Be it remembered that at a regular term of the circuit court of Iowa in and for Marshall County, begun & held at the court house in the city of Marshalltown, on the 14 day of September, A. D. 1874, at which was present Hon. J. H. Bradley, sole presiding judge; E. C. McMillan, sheriff of said county, and E. R. Jones, clerk of said court; and now, on the 3 day of October, A. D. 1874, it being the 18th day of said regular term, the following proceedings among others were had and entered of record, to wit:

ADDIE BERRY
vs.
CENT. R. R. OF IOWA.

And now, to wit, Oct. 3d, 1874, this cause coming on to be heard upon
the motion for a new trial, and the court being duly advised in the
premises said motion is denied, and it is ordered and considered
2887 by the court that the plaintiff have and recover of the *of the* de-
fendant the sum of five thousand dollars damages and the costs
of this suit, hereby taxed at dollars, and that execution issue
therefor.

To which ruling and orders of the court defendant excepts.

STATE OF IOWA,
Marshall County, ss:

I, E. R. Jones, clerk of the circuit court of Iowa in and for Marshall
County, do hereby certify the above and foregoing to be a full, true, and
complete copy of the petition, answer, stipulation, and judgment
2888 entry in the above-entitled cause as rendered by said circuit court
as full, true, and complete as the same remains of record in my
office.

In testimony whereof I hereunto set my hand and affix the seal o said circuit court at my office in the city of Marshalltown, this 26 da of August, A. D. 1875.

[SEAL.] (S'g'd) E. R. JONES,
Clerk of said Court.
By , *Deputy.*

(Endorsed:) Transcript of judgment. Addie Berry vs. Cent. R. R. of Iowa.

2889 *Abstract of judgment.*

Date.	Judg't docket.		Party.	Judgment.	Costs.	Execution.	Satisfaction
	Vol.	Page.				Issued and returned.	
Sept. 28, 1874.	5	85	Addie Berry vs. Central R. R. of Iowa.	5,000 00	86 90	Oct. 26, 1874.	

2890 STATE OF IOWA,
Marshall County, *ss:*

I, E. R. Jones, clerk of the circuit court of said county, hereby certify the foregoing to be a true and correct abstract of the judgment in the above-entitled cause.

Witness my hand and seal of said court this 26 day August, A. D. 1875.

[SEAL.] (S'g'd) E. R. JONES,
Clerk,
By
Deputy.

(Endorsed:) In the circuit c't of U. S. for district of Iowa. Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa, Addie E. Berry, vs. same. 1875. Abstract & petition, &c. Filed Oct. 11, George B. Corkhill, clerk.

2891 ELDORA, IOWA,
January 26*th*, 1875.

To J. F. DUNCOMB, Esq.:

DR. SIR: The following judgments & liens appear of record in this office, against the Central R. R. of Iowa & other co's which were finally merged in it, & are of record as unsatisfied:

J. S. GILMAN
v.
CENT. R. R. OF IOWA.

Jan'y 6th, 1874.—Judg. $48,896.60. Int. 7%, cost 3.75. Trans. from Poweshiek Co.

ISAAC M. CATE
v.
CENT. R. R. OF IOWA.

Jan'y 6th, 1874.—Judg. $108,526.65. Int. 7%, cost 4.00. Trans. from Poweshiek Co.

HORACE ABBOTT
v.
CENT. R. R. OF IOWA.

Jan'y 6, 1874.—Judg. $31,353.12. Int. 7%, cost 3.75. Trans. from Poweshiek.

2892 Liens a' follows:

Owner of lien.	Date of filing.	Date of lien.	Am't.
Farshaw & Irwin........	July 4, '74	July 1, '74	$9,480 00
Haskell & Barker*	Oct. 10, '68	Sep. 24, '68	6,571 73
Haskell & Barker†......	Feb'y 7, '68............	Feb'y 4, '68	$13,891 98

*This lien is filed against the Iowa River R. R. Co.
†This lien against the Eldora R. R. & Coal Co.

STATE OF IOWA,
Hardin Co.:

I do hereby certify that the above & foregoing is a true statement of the judgments & liens against the Central R. R. of Iowa, as appears of record in my office.

Witness my hand & seal this 26th Jan'y, 1875.

[SEAL.] (S'g'd) Z. GILMAN,
Clerk D. C.

(Endorsed:) List of Hardin Co. judgments. Filed Oct. 11, 1875' Georg' B. Corkhill, clerk.

2893 *Abstract from mechanics' lien record of Worth County. Sheriff's return, &c.*

Date of lien.			Names of parties.	Amount of lien.		Costs.							
Day.	Month.	Year.		$	c'ts.	$	c'ts.	Day.	Month.	Year.	Day.	Month.	Year.
1st..	July ..	1874.	Alexander L. Forsha, of the firm of Forsha & Irvin, vs. Central Railroad Company of Iowa.	9,480	00								

2894 STATE OF IOWA,
Worth County, ss:

I, L. L. Carter, clerk of the dist. & cir. courts in and for said county and State, do hereby certify that the above is a correct abstract, from the mechanics' lien record in my office, of lien in favor of Farshar & Irvin, and against The Central R. R. of Iowa.

Witness my hand and seal of said court this 27th day of January, A. D. 1875.

[SEAL.] (S'g'd) L. L. CARTER, *Clerk.*

Deputy.

(Endorsed:) List of Worth Co. judgments. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2895 In cir. c't U. S., Oct. T., 1875.

FARMERS' LOAN & TRUST CO.
v.
CENTRAL R. R. OF IOWA ET ALS.

Comes the defendant, The Central Railroad of Iowa, & admits that the coupons (interest) of the first-mortgage bonds due Jan'y, 1873, have not been paid by said defendant, but are now outstanding, just, true, & due. Also, that they are entitled to the same consideration & standing as the other unpaid coupons of said first mortgage.

Dated Aug. 17, 1875.

(S'g'd) THE CENTRAL RAILROAD OF IOWA,
By H. E. J. BOARDMAN, *Att'y.*

(Endorsed:) Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa' Admission of co. as to defaul' in payment of interest on 1st-mort. bonds' Filed Oct. 11, 1875. George B. Corkhill, clerk.

2896 *Petition.*

In circuit court, September term, A. D. 1873.

STATE OF IOWA,
Marshall County, *ss:*

GEO. D. WILLIAMS
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

To the circuit court aforesaid:

Your petitioner, Geo. D. Williams, claims of the defendant, The Central Railroad Company of Iowa, the sum of ten thousand dollars, which he alleges to be justly due him from said defendant.

Par. 1st. And for cause of said claim your petitioner states that the defendant is a body corporate, duly incorporated under the laws of the State of Iowa and in pursuance thereof, by the name of "The Central Railroad Company of Iowa," and at the time of the happening of the injuries hereinafter named, owned and operated, and still owns 2897 and operates a railway in the State of Iowa, and running through the county of Marshall, having a station and station-yard, side track and switches for the making up of trains on their said road at and near Marshalltown in said county, and it became and was defendant's duty to properly construct and equipe its track, side track and switches, and cars; that the same, with proper care and prudence, might be used by its employees and servants in making up trains with comparative safety, but the said defendant neglecting and disregarding its duty in that behalf, failed and neglected to properly construct its tracks and cars in a suitable and convenient manner, and furnish proper equipment to enable its employees to make up its trains with safety at the time and place hereinafter mentioned.

That on or about the 27th day of September, A. D. 1872, at about the hour of 4 o'clock in the morning, it being quite dark at the time, 2898 your petitioner, then, and for many months prior thereto, an employee of defendant, engaged as a brakeman on freight-trains, ordered and directed by a conductor of one of said defendant's trains then being made up on the main track of defendant's road, near Marshall station, to couple certain cars, one of which was standing on said track and the other coupled to a number of moveing cars with the engine attached thereto, was moveing down to make the necessary connection, and it became and was the duty of your petitioner to obey the order and direction of said conductor as aforesaid.

And your petitioner in obedience to said order and direction by making said coupling, when by reason of the imperfect, improper, and unsuitable construction of one of the cars to be coupled, it was impracticable to execute said order, but while engaged in trying to make said coupling the engine and cars were driven back with great force, 2899 placing your petitioner in great peril and carrying your petitioner rapidly and forceably back some distance on the track, catching your petitioner's right foot in an iron frog, so called, where the same was crushed by the wheel of a car, greatly and perminantly injuring the same without any fault, negligence, or carelessness on the part of your petitioner, but solely by reason of the carelessness, negligence, and improvidence of defendant.

That by reason of the injuries so as aforesaid received by your pet-

tioner, he has been total'y disabled, and still is disabled from performing any labor, and has been rendered halt and lame, and a cripple for life, and has been put to great trouble and expense for medicine and medical aid in and about the treatment of the wounds so as aforesaid received, and for nurses and attendants, and other expenses, by reason of which said injuries and wrongs, expenses, and troubles
2900 so as aforesaid received and sustained by your petitioner, your petitioner has suffered great damage, to wit, in the sum of ten thousand dollars, for which your petitioner prays judgment, with interest, costs, &c.

STATE OF IOWA,
Marshall County, ss:

I, Geo. D. Williams, being duly sworn, on my oath say that I am the plaintiff named in the foregoing petition, and have heard the same, and the matters and things therein contained and set forth are true, as I verily believe.

(S'g'd) GEORGE D. WILLIAMS.

Sworn and subscribed before me, and in my presence, by George D. Williams this 23rd day of July, A. D. 1873, as witness my hand and seal notarial.

[L. S.] HENRY C. HENDERSON,
Notary Public, Marshall Co., Iowa.

(Endorsed:) Circuit court. Geo. D. Williams vs. The Cent. R. R. Co. of I. Petition, law. Filed July 29, 1873. T. P. Marsh, clerk. H. M. & S., pl'ff att'ys.

2901 *Answer.—Filed Sept. 23, '73. T. P. Marsh, Clerk.*

In circuit court, September term, 1873.

STATE OF IOWA,
Marshall Co., ss:

GEO. D. WILLIAMS
vs. } 1919.
THE CENTRAL R. R. COMPANY OF IOWA.

Comes now the defendant and admits that it is a corporation as alleged in pl'ff's petition, but denies each, every, and all other allegations of said petition.

BROWN & SEARS,
Att'ys for Def't.

STATE OF IOWA,
Marshall Co., ss:

I, D. N. Pickering, on my oath, say I am the general superintendent of def't, and have as much knowledge of the facts alleged in pl'ff's petition as any officer of defendant; that I have read the foregoing answer, and the statement' therein made are true, as I verily believe.

(S'g'd) D. N. PICKERING.

2902 Sworn to before me, and in my presence subscribed by D. N. Pickering, this 22 day of September, 1873, as witness my hand and seal notarial.

[L. S.] R. E. SEARS,
Notary Public.

Geo. D. Williams
vs.
Cent. R. R. of Iowa.

And now, to wit, Oct. 3, 1874, this cause coming on to be heard upon
the motion for new trial heretofore filed, and the court being duly ad-
vised in the premises and satisfied, said motion is overruled; to which
ruling of the court both plaintiff and defendant excepted. And after-
wards, on the same day, this cause coming on to be finally heard and
for judgment by the court upon the verdict of the jury, and the court
being fully satisfied in the premises, it is ordered and considered
2903 that the plaintiff have and recover of the defendant the sum of
eight hundred dollars damages and the costs of suit, hereby taxed
at dollars, and that execution issue therefore.

State of Iowa,
Marshall Co., *ss :*

I, E. R. Jones, clerk of the circuit court in & for Marshall County, Iowa, do hereby certify the above and foregoing to be a full and complete copy of the petition, answer, and judgment entry in the case of Geo. D. Williams vs. The Cent. R. R. of Iowa, as the same remains of record in my office.

Witness my hand & seal of said court at Marshalltown, Aug. 30, 1875.

[SEAL.] (S'g'd) E. R. JONES, *Clerk.*

2904 *Abstract of judgment.*

Date.	Judg't docket.		Party.	Judgment.	Costs.	Execution.	Satisfaction and remarks.
	Vol.	Page.				Issued and returned.	
Sept. 18, 1874..	4	20	Geo. D. Williams vs. Central Railroad of Iowa.	800 00	1143 0		

2905 State of Iowa,
Marshall County, *ss :*

I, E. R. Jones, clerk of the circuit court of said county, hereby certify the foregoing to be a true and correct abstract of the judgment in the above-entitled cause.

Witness my hand and seal of said court this 30 day of August, A. D. 1875.

[SEAL.] (S'g'd) E. R. JONES, *Clerk.*
By
Deputy.

(Endorsed :) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2906 *Tools and machinery and classified statement of stock and material on hand and cash value of same in each county on January 1st, 1875.*

HARDIN COUNTY.

Tools and machinery on hand, including stationary engine, planer, lathes, and miscellaneous tools in machine & repair shop	12,500
Stock and material on hand, consisting of bar iron and steel, engine, tender, & car wheels, iron & brass castings, coppersmith's stock, paint & oils, &c	14,672 85

MARSHALL COUNTY.

Stock and material on hand for car repairs, consisting of lumber, iron & brass castings, paints, & oils, &c.	4,221	97
Stock and material in charge of chief engineer, for repairs of roadway, buildings, & bridges, etc	7,870	86
2907 Number and value of engines owned & used by the company in operating their road in this State, 18; average value	7,500	
Number leased and used as above, 4. Average value	12,000	
Number and value of 1st-class passenger coaches used by company in operating their road in this State, 9; average value	3,000	
Number and value of other cars, express, baggage, & mail combined, 6; average value	1,500	
Box (100 of these leased), 322. Average value	500	
Caboose, 13. Average value	650	
Stock, 30. " "	600	
Flat & coal (100 of these leased), 244. Average value	425	
Hand, 35. Average value	60	
Rubble cars, 34; $40.00. Pile-driver, $1,500. Wrecking car, 1; $1,500	4,360	

2908 Schedule of property owned or leased by the Central Railroad Company of Iowa, returned to state department, 1874.

Des Moines, Sept. 24, '75.

D. N. PICKERING,
Receiver.

To L. M. FISHER,
Att'y at Law, Davenport Iowa:

Please acknowledge rec'pt & oblige.

D. N. P.,
Receiver.

(Indorsed:) Inventory of Central R. R. Co.'s property. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2909

Abstract from judgment dockets cir. & dist. courts, Cerro Gordo County, Iowa.

No. of Case.	Judgment for—	Judgment against.	Date of judgment			Damages & costs.		Per Cent.	Fee book.	Record.	No. of execution.	Execution issued.			Execution returned.		
			Month.	*Day.*	*Year.*							Month.	Day.	Year.	Month.	Day.	Year.
	M. Tiffany..........	Central Railroad Co. of Io'a.	M'ch.	6,	1873.	133 42	B 72	Garnishee of James Corwin.									
	Jacobs & Baker.....	......do..............	"	"	"	4 05	" 74	Judgment for costs.									
	Cha's Husted.......	......do..............	Oct.	17,	"	2 45	" 94	" " "									
	Hurlbert Colbert.....	......do..............	M'ch	9,	"	96 18	" 126	Judgment for labor done & performed by pl'ff									
	Holsey J. Boardman	......do..............	Dec.	22,	"	1,967 13	" 188	Transcript from Marshall Co., Iowa.									
671	Jacobs & Becker....	......do..............	Jan'y	7,	1874.	18 25	1 35	Judgment for costs									
	John S. Gilman......	......do..............	Feb'y	20,	"	48,896 60	1 49	Transcript from Poweshiek Co., Iowa.									
	Horace Abbott......	......do..............	"	"	"	31,356 87	1 50	Transcript from Poweshiek Co., Iowa.									
	Isaac M. Cate........	......do..............	"	"	"	108,530 65	1 50	Transcript from Poweshiek Co., Iowa.									
100	John L. McMillin....	......do..............	Sep.	23,	"	6 35	1 60	Judgment for costs.									
475	T. G. Emsley, adm'r.	......do..............	Nov.	18,	1872.	1,000 00	1 163	Nov. 18th, '72, paid $333.30. Dec. 6th, '72, paid $333 30. Personal injury.									
	Forsba & Irvin......	......do..............	July	3,	1874.	9,480 00	A 182	Mechanics' lien.									

2910 *Memoranda.*

Amount paid to T. G. Emsley, adm'r, \$666.$\frac{60}{100}$, injury ocur'ed.

" " under execution to satisfy judgment in favor of Hulbert Colbert, $2.00 costs, Dec 22d, 1873.

H. Colbert p'rformed the labor for which judg't is rendered, was performed in Sept., Oct., Nov., & Dec., 1872, and Jan'y, 1873 —131 week days & 4 Sundays.

The injury to John Cormick, (T. G. Emsley, adm'r) occur'ed March 21st, 1872, and from which injuries M'r Cormick died.

2911 STATE OF IOWA,
Cerro Gordo County:

I, M. S. Schermerhorn, clerk of the circuit court in and for said county and State, do certify that the above is a correct abstract from the judgment dockets & mechanics' lien record in my office of judgments & liens in favor of the various parties as herein mentioned and against the Central Railroad Company of Iowa.

Witness my hand and seal of said circuit court, this 17th day of September, A. D. 1875.

[SEAL.] (S'g'd) M. S. SCHERMERHORN,
Clerk.

Deputy.

(Endorsed:) Transcript of judgments, Cerro Gordo County. Various parties vs. The Central Railroad Co. of Iowa. Filed Oct. 11, 1875. Fees, $2.50. George B. Corkhill, clerk.

2912 In the circuit court of the United State', dist. of Iowa:

A. V. LYNDE ET AL,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

STATE OF IOWA,
Marshall County, ss:

I, Mary J. Kelly, being first duly sworn, on oath state that I am 48 years of age & reside at Marshalltown, Iowa, & keep boarding-house.

I receive acceptances of the Central Railroad Company entirely from my boarders, who are employees of the Central Railroad Company.

Two or three weeks ago, a Mr. Willigood, a merchant of Marshalltown, came to me with a petition to have Mr. Pickering appointed receiver of the Central Railroad, & through his request I signed it.

(S'g'd) MARY J. KELLY.

2913 Subscribed & sworn to before me, & in my presence, by the said Mary J. Kelly, this 31st day of August, 1874, as witness my hand & seal notarial.

[SEAL.] HOLSEY L. MERRIMAN,
Notary Public, Marshall Co. Iowa.

(Endorsed:) Mary J. Kelly. Rec'd copy hereof this 31st day of August, 1874, Brown & Sears, def'ts' att'ys. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2914 **DOCUMENT No. 1.**

CENTRAL RAILROAD OF IOWA.

Plan of the first-mortgage bondholders of the Central Railroad Company of Iowa for reorganizing the company and readjusting its debts, proposed July 12th, 1875.

To the first-mortgage bondholders of the Central Railroad of Iowa:

At the request of a considerable number of the first-mortgage bondholders, I submit for your consideration the following suggestions and plan for readjusting the debts of the above-named railroad company, remarking that if a majority of you approve the same previous to August 31st, 1875, and so inform me by mail, we will carry the plan into effect.

The following well known gentlemen, all largely interested in the
first-mortgage bonds, will, if desired, act as a committee to carry
2915 the plan into effect, viz: Hon. Russell Sage, James Buell (presi-
dent Importers' and Traders' Bank), N. A. Cowdrey, of New York
City, Hon. Benjamin E. Bates, president of the National Bank of Commerce, Boston. Two more will be added from among the largest bondholders.

In addition to this plan there are two other plans proposed having the same purpose in view. Our notice of these plans must be brief: One plan is proposed by Mr. Richard L. Ashurst and eight other lawyers, calling themselves a joint New York and Boston committee, but professing to organize under the name of the "Central Iowa Railway Company."

The "plan" of Mr. Ashurst and his associate lawyers is not satisfactory to the first-mortgage bondholders, because it is wholly inoperative; any one bondholder can defeat it by requiring the trustee prosecuting
the foreclosure suit to continue the suit to foreclosure and sale;
2916 a sale cancels the existing mortgage, because the existing first-
mortgage is too large an incumbrance upon the property to be a
good mortgage. It is $3,700,000 on 189 miles of railroad—about $20,000 per mile. This road has never earned enough, net, to pay interest upon $20,000 per mile. And this is true of every north and south railroad in Iowa—not one of them has ever earned interest upon $20,000 per mile above operating expenses, or anywhere near it; and very few of the east and west lines have earned enough to pay interest on $20,000 per mile. Why assume so much for the future? It is better to mark our bonds down to the real facts than to live in great expectations as to what the future will be, and, according to the probabilities, be disappointed at the result. Under the plan now proposed, whatever sum is
marked off as a bond is given to the owner in preferred stock,
2917 which is the next lien, under the proposed plan, upon the rail-
road. The nine lawyers propose to retain control of the road until 1883—say eight years, (vide art. 6 and 10 of their circular issued June, 1875.) At the expiration of eight years, if there is anything left, this mortgage, or the one given in lieu thereof, will have to be again foreclosed. Bonds, under such circumstances, will have a small market value compared with their real meritorious value. The company itself can have no credit or means with which to build the extensions or form new connections, which, it is said, are absolutely necessary for this railway to have to make it successful.

The other plan is proposed by the S't Louis, Iowa and Minnesota Railroad Company. The objections to this plan are in some respects similar to the plan of the Central Iowa Railway Company. It is more

2918 loosely drawn and the security for the first-mortgage bond-
holders is less complete than the Central Iowa plan. It is re-
markably indefinite as to what it proposes to do with our first-mortgage
bonds. It has the advantage of having about $900,000 of bonds already
assented to it, and the bonds deposited with the Farmers' Loan and
Trust Company, although it is not possible that any bondholder, from
the papers submitted, can know anything definite about it.

The above are the leading defects in the two plans proposed. They
both assume that the first-mortgage bondholders are under some indefi-
nite undescribed obligations to the junior incumbrances, and hence the
first-mortgage bondholders must yield their rights, as named in the
various plans, to conciliate the junior interest; whereas we believe that
all they are entitled to receive is a mere gratuity from the first-
2919 mortgage bondholders, such as their good nature yields to those
having junior liens upon the premises mortgaged.

We now ask your attention to the following plan:

PRESENT POSITION OF THE RAILROAD COMPANY.

It owns 189 miles of railroad extending from Albia to Northwood. It
is mortgaged as below named. It is said that to complete its connec-
tions at the north end the road should be built from Northwood to the
State line, about four miles, and at the south end from Albia to Moulton,
on the S't Louis, Kansas City and Northern Railroad, a distance of
about twenty-seven miles, making the total length, when completed, 220
miles. Its earnings for 1874 were $642,700. The railroad is now
2920 being operated by a receiver appointed by the U. S. circuit court.
At present it has the following obligations outstanding:

1st-mortgage bonds	$3,700,000	int. from Jan. 15, '73
2d "	827,000	" " " "
3d " and floating debt, estimated at	500,000	
Capital stock, say	4,400,000	
Total cost	$9,427,000	

PLAN OF READJUSTMENT.

Sell the road and its franchises under a decree to foreclose the first mortgage to be obtained on the suit now pending.

Let the first-mortgage bondholders unite under the "plan" now pro-
posed and purchase the premises mortgaged, at the foreclosure sale, for
the benefit of such first-mortgage bondholders as assent to this
2921 plan and deposit their bonds with the purchasing committee when
required by the committee.

Let the purchasing committee form a new successor railroad company which shall make only one mortgage upon the premises purchased, which mortgage shall be for the sum of $2,650,000, or say $12,000 per mile, inclusive of the 31 miles of new road, 7 per cent. 30-year bonds.

Mortgage debt	$2,650,000
Preferred stock, accumulative dividends, 7 per cent	2,600,000
Common stock	2,800,000
	$8,050,000

Appropriate the new bonds and shares as follows:

In new bonds for 60 per cent. of each of the old bonds	$2,220,000	
2922 In new bonds for building and equipping north and south ends of railroad and for other necessary purposes	430,000	
		$2,650,000
In preferred stock 40 per cent. of each of the old bonds	$1,480,000	
For interest on old bonds to July 1, 1876	925,000	
Brought forward $2,405,000		
For contingencies, unappropriated	195,000	
		$2,600,000
In common stock for old 2d-mortgage bonds at par and interest, say	$1,033,000	
In common stock for old 3d-mortgage bonds and floating debt, say	600,000	
For old common stock at 25 per cent	1,100,000	
		$2,733,000

2923 The mortgage deed of trust to be given to secure the payment of the $2,650,000 new bonds to be a purchase-money-mortgage, and to be well and faithfully drafted and executed, so as to give the bondholders all the security for the payment of their bonds, principal and interest, that counsel learned in the law shall advise to be reasonable and proper for the security and protection of the bondholders.

It shall be a first and only mortgage upon the entire property and franchise of the company. The bonds to be issued thereunder shall bear seven per cent. interest, payable semi-annually in the city of New York; the principal to be payable in gold, and to become due in thirty years, unless there shall be a default for six months in the payment of interest, in which event the principal will become due at once. It shall
contain a provision creating a sinking fund for the payment of
2924 the bonds of one per cent. per annum, commencing January 1st,
1880. The fund so provided shall be invested in the purchase of the bonds at their market-price, not exceeding 110 per cent. The mortgage shall also contain a covenant, allowing such of the holders of the bonds as register them to vote on all questions as fully as if they were stockholders, each $100 of principal to entitle the holder to one vote.

Where bonds or shares are held as collateral security to a debt due from the old company, the new bonds and shares will only be issued for either the collateral or the debt, at the option of the holder, he assigning to the new company both the debt and collateral upon rceiving the new securities for either.

Any surplus of the new bonds or shares after the use of the same, as herein provided, will belong to the new company, and will be used by it for its benefit.

2925 No party assenting to said plan shall have any claim upon said committee or trustees, or upon the trust fund, or to the benefits of said plan, or of the agreement, unless he or they shall surrende to said committee the said first-mortgage bonds and coupons held by said party against said railroad company, upon the request of the committee; which surrender must, in any event, be made previous to the sale of said road or any part thereof. It is understood that the receipts given by the Farmers' Loan and Trust Company for bonds deposited with them, when properly endorsed, will be received the same as the bonds themselves. The request of the committee shall be duly advertised, or a circular containing the same shall be deposited in the post-office, directed to the persons assenting hereto, postage paid.

2926 The first-mortgage bondholders, assenting to this plan, reserve the right to alter, modify or change it, at any time, in such manner as a majority in interest shall, in writing, direct or request; but in so doing they will be careful to do no injustice to the junior creditors who shall have previously assented hereto, and shall have co-operated in endeavoring to carry this plan into effect.

No common stock will be issued, except to such holders of the old bonds and shares as shall have co-operated to carry this plan into effect, and shall, within such time as shall be limited by the committee, deposit their bonds with and transfer their claims and shares to said committee.

The issue of common stock to the junior creditors and old shareholders is a gratuity, and the same is upon arbitrary principles
2927 fixed upon or agreed to under this plan, or by the committee who
endeavor to carry the same into effect. Neither the assent or dissent of the second and third mortgage bondholders, or the floating-debt holders or common stockholders, is asked. The plan is proposed for, and by, the first-mortgage bondholders. They will be just and generous, in the manner proposed above, to the junior incumbrancers, but will assume no duty or obligation to them; they will give them all there is of the mortgaged premises, after getting seven per cent. interest per annum upon the debt due to themselves. Until the property produce that income to the present first-mortgage bondholders or their assigns, they will retain the management and control of the property.

Upon surrendering said bonds and coupons to said committee,
2928 the holder of the bonds will, in the first instance, receive a certificate or receipt therefor, made to bearer, and negotiable from hand to hand without endorsement. Whenever the holder of the certificate or receipt shall be requested so to do, he or they shall surrender said certificate or receipt, and in lieu thereof, and in full satisfaction therefor, shall receive the mortgage bonds and preferred stock of the new corporation, as provided in plan of readjustment.

If you approve of this plan, or one substantially like it, please inform the undersigned, stating what number of first-mortgage bonds you have at their face value, and give your post-office address. The fact that you have assented to other plans, and have or have not deposited your
bonds, or have filed your assent in court, need not deter you from
2929 assenting to this plan, if you so desire. If you have deposited
your bonds, please note it in your assent to this plan.

No charge for services, expenses or disbursements will be made against the bondholders personally under this "plan."

Respectfully, your obedient servant,

(S'g'd) N. A. COWDREY,
25 *William st., or P. O. Box* 1468, *New York City.*

The undersigned being largely interested, either as holders or the representatives of holders of first-mortgage bonds of the Central Railroad Company of Iowa, approve of the foregoing plan, and respectfully request their associate bondholders to co-operate in carrying the same into effect.

(Endorsed:) Filed Oct. 11, 1875. George B. Corkhill, clerk.

2930 *Statement of judgments against the Central Railroad Company of Iowa.*

District court, Marshall Co., November 24, 1873.

H. J. BOARDMAN
vs.
THE CENTRAL R. R. CO. OF IOWA.

Judgment, $1,963.13; costs, 9.35; interest, 6%.

Circuit court, Poweshiek Co., Jan'y 6, 1874.

ISAAC M. CATE
vs.
THE CENTRAL R. R. CO. OF IOWA.

Judgment, $108,526.65; costs, 4.00; interest on $39,596 at 6%; bal., 7%.

Circuit court, Poweshiek Co., Jan'y 6, 1874.

HORACE ABBOTT
vs.
THE CENTRAL R. R. CO. OF IOWA.

2931 Judgment, $31,353.12; interest, 7%; costs, 3.75.

Marshall Co. court, February 24, 1874.

HOLSEY J. BOARDMAN
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $10,283.32; interest, 7%; costs, 25.00.

Marshall Co., Sept. 22, 1871.

M. M. ST. JOHN
vs.
CENTRAL R. R. CO. OF IOWA.

Am't of lien, $195.23; costs, 1.00; in't, 6%.
Filed May 16, 1872.

Marshall Co., Jan'y 4, 1873.

LEGRAND QUARRY CO.
vs.
CENTRAL R. R. CO. OF IOWA.

2932 Am't of lien, $5,388.04; costs, 1.00; interest, 6%.

Mahaska Co. dis't court, February 28, 1873.

OLE OLSON
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $108.00; interest, 6%; costs, 5.55.

Mahaska Co. dis't court, August 29, 1873.

W. H. MOORE
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $2,000.00; interest, 6%; costs, 86.25.

Mahaska Co. circuit court, July 13, 1872.

C. M. STEWART
vs.
THE CENTRAL R. R. CO. OF IOWA.

2933 Judgment, $27,366; interest, 6%; costs, 23.20.

Mahaska Co. circuit court, November 18, 1873.

S. G. CASTER
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $3,200; interest, 6%; costs, 40.60.
(Across the face:) New trial granted, & case dismissed.

Wapello Co. court, Oct. 28, 1872.

JOHN J. MILLARD & CO.
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment for costs for continuance, $4,80.

Monroe Co. circuit court, March 2, 1874.

AARON HICKS, W'M HICKS
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $100.00; costs, 10.95, interest, 6%.

2934 Appanoose Co. circuit court, August, 22, '73.

A. HARTMAN
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $40.00; interest, 6%; costs, 6.26.
Paid on this judgment Nov. 4, '73, $45.25.

Circuit court Poweshiek Co., January 6th, 1874.

JOHN S. GILMAN
vs.
THE CENTRAL R. R. CO. OF IOWA.

Judgment, $48,896.60; costs, 3.75; interest, 7%.

Circuit court of Worth Co., December 3d, 1873.

THERON FINCH
vs.
THE CENTRAL R. R. CO. OF IOWA.

2935 Judgment, $92.00; costs, $58.04; interest, 6%.

FRANKLIN COUNTY, IOWA,
vs.
THE CENTRAL R. R. CO. OF IOWA.

Judgment for costs, 3.90.

STATE OF IOWA
vs.
THE CENTRAL R. R. CO. OF IOWA.

Judgment for costs, 4.75.

Franklin Co. dis't court.

STATE OF IOWA
vs.
CENTRAL R. R. OF IOWA.

Judgment for costs, $4.90.

2936 Franklin Co. dist. court.

STATE OF IOWA
vs.
CENTRAL R. R. CO. OF IOW

Judgment for costs, $5.40.

Franklin Co. court.

SIMON JOHNSON
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment for costs, $4.60.

Marshall Co. court, Sept. 30, 1873.

LUSH CARTON & CO.
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $1,710.65; interest, 10 % c.; costs, $4.85.

Marshall Co. court, Oct. 3d, 1873.

Geo. D. Williams
vs.
Central R. R. Co. of Iowa.

2937 Judgment, $5,000.00; interest, 6% c.; costs .

This case marked "new trial granted."

Marshall Co. court, March 6th, 1874.

Hugh Thornton
vs.
Central R. R. Co. of Iowa.

Judgment, $600.00; interest, 6 % c.; costs, 68.45.

Marshall Co. court, March 17th, 1874.

Alfred Edson
vs.
Central R. R. Co. of Iowa.

Judgment, 41.68; interest, 6 % c.; costs 60.25.

(Endorsed:) List of judgments against the C. R. R. of Ia.

2938 Should not some of these judg't-creditors be made parties? Their liens may be prior under the statute, as in case of personal injuries, & some rendered before our suit brought.

Statement of judgments in Marshall County continued—none of these made parties.

John Anderson
vs.
Cent. R. R. Co. of Iowa.

Judg., $200.00; costs, $60.00. Dec. 4, 1874.

Addie E. Berry
vs.
Cent. R. R. Co. of Iowa.

Judgment, $5,000.00; costs, 86.90. Sept. 28, 1874.

Haskell & Barker
vs.
Cent. R. R. Co. of Iowa.

Oct. 10, 1868—$6,571.53; Feb'y 7, '68—$13,891.98.

Statement of judgments in Wapello County continued.

2939 Walter C. Owen
vs.
Cent. R. R. Co. of Iowa.

Judgment, $1,000; costs, $338.00; int. 6 %. Sept. 24, 1874.

Mahaska County.—Statement of judgments is continued.

CHA'S STEELE
vs.
CENT. R. R. CO. OF IOWA.

Aug. 26, 1874—$4,000; costs, 147.10; int., 6 %.

W'M BENTON
vs.
CENTRAL R. R. CO. OF IOWA.

Aug. 28, 1874—$200.00; costs, $96.90; int., 6 %. Notice, 15th Sept.

(Endorsed:) List of judgments vs. Cent. R. R. Co. of Iowa. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2940 THE CENTRAL RAILROAD COMPANY OF IOWA,
Marshalltown, Iowa, October 15th, 1873.

This certifies that the Central Railroad Company of Iowa have hired of Horace Abbott, John S. Gilman, Thomas Kensett, and Isaac M. Cate, four locomotive engines, whereof two, 16 x 24 inch cylinders, named Volunteer and Advance, were delivered June 17th, 1783; one 17 x 24 inch cylinder, named Pickering, was delivered September 30th, 1783; and one 17 x 44 inch cylinder, named Russell, was delivered October 15th, 1873, and acknowledged the receipt of the same in good order and condition, and complete in every respect. The railroad company agree to pay Mess'rs Abbott, Gilman, Kensett, & Cate, for the use of these engines, monthly, from the above respective dates of their delivery, at the rate of twenty eight hundred dollars per year for each engine to be delivered, and keep to each of them in good order, repair, and con-
2941 dition. The said Abbott, Gilman, Kensett, and Cate may, whenever they please, terminate the lease of these engines and take possession of them, and for this purpose may, by themselves or their agents, enter into and upon the premises of the said railroad company, and take and remove said locomotives, using all proper and convenient means therefor, including the use of the railroad itself. Whenever the lease is terminated, the said Abbott, Gilman, Kensett, & Cate are entitled to have the said locomotives in perfect order and condition, and to receive rent as aforesaid up to the time when they retake them from said railroad company.

(S'g'd) THE CENTRAL RAILROAD CO. OF IOWA.
[L. S.] " ISAAC M. CATE, *President*.
" D. N. PICKERING, *Gen. Sup't*.
L. G. BALE, *Secret'y*.

2942 Filed for record this 4th day of Dec., A. D. 1873, at 11 o'clock a. m.

N. C. MESSENGER,
Recorder Marshall Co., Iowa.

STATE OF IOWA,
Marshall Co., ss:

I, N. C. Messenger, recorder in and for Marshall Co. and State of Iowa, do hereby certify the above and foregoing to be a true and cor-

Marshall Co. court, Oct. 3d, 1873.

GEO. D. WILLIAMS
vs.
CENTRAL R. R. CO. OF IOWA.

2937 Judgment, $5,000.00; interest, 6% c.; costs .

This case marked "new trial granted."

Marshall Co. court, March 6th, 1874.

HUGH THORNTON
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, $600.00; interest, 6 % c.; costs, 68.45.

Marshall Co. court, March 17th, 1874.

ALFRED EDSON
vs.
CENTRAL R. R. CO. OF IOWA.

Judgment, 41.68; interest, 6 % c.; costs 60.25.

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2938 Should not some of these judg't-creditors be made parties? Their liens may be prior under the statute, as in case of personal injuries, & some rendered before our suit brought.

Statement of judgments in Marshall County continued—none of these made parties.

JOHN ANDERSON
vs.
CENT. R. R. CO. OF IOWA.

Judg., $200.00; costs, $60.00. Dec. 4, 1874.

ADDIE E. BERRY
vs.
CENT. R. R. CO. OF IOWA.

Judgment, $5,000.00; costs, 86.90. Sept. 28, 1874.

HASKELL & BARKER
vs.
CENT. R. R. CO. OF IOWA.

Oct. 10, 1868—$6,571.53; Feb'y 7, '68—$13,891.98.

Statement of judgments in Wapello County continued.

2939 **WALTER C. OWEN**
vs.
CENT. R. R. CO. OF IOWA.

Judgment, $1,000; costs, $338.00; int. 6 %. Sept. 24, 1874.

Mahaska County.—Statement of judgments is continued.

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vs.
CENT. R. R. CO. OF IOWA.

Aug. 26, 1874—$4,000; costs, 147.10; int., 6 %.

W'M BENTON
vs.
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Marshalltown, Iowa, October 15th, 1873.

This certifies that the Central Railroad Company of Iowa have hired of Horace Abbott, John S. Gilman, Thomas Kensett, and Isaac M. Cate, four locomotive engines, whereof two, 16 x 24 inch cylinders, named Volunteer and Advance, were delivered June 17th, 1783; one 17 x 24 inch cylinder, named Pickering, was delivered September 30th, 1783; and one 17 x 44 inch cylinder, named Russell, was delivered October 15th, 1873, and acknowledged the receipt of the same in good order and condition, and complete in every respect. The railroad company agree to pay Mess'rs Abbott, Gilman, Kensett, & Cate, for the use of these engines, monthly, from the above respective dates of their delivery, at the rate of twenty eight hundred dollars per year for each engine to be delivered, and keep to each of them in good order, repair, and con-
2941 dition. The said Abbott, Gilman, Kensett, and Cate may, whenever they please, terminate the lease of these engines and take possession of them, and for this purpose may, by themselves or their agents, enter into and upon the premises of the said railroad company, and take and remove said locomotives, using all proper and convenient means therefor, including the use of the railroad itself. Whenever the lease is terminated, the said Abbott, Gilman, Kensett, & Cate are entitled to have the said locomotives in perfect order and condition, and to receive rent as aforesaid up to the time when they retake them from said railroad company.

(S'g'd) THE CENTRAL RAILROAD CO. OF IOWA.
[L. S.] " ISAAC M. CATE, *President.*
" D. N. PICKERING, *Gen. Sup't.*
L. G. BALE, *Secret'y.*

2942 Filed for record this 4th day of Dec., A. D. 1873, at 11 o'clock a. m.

N. C. MESSENGER,
Recorder Marshall Co., Iowa.

STATE OF IOWA,
Marshall Co., ss:

I, N. C. Messenger, recorder in and for Marshall Co. and State of Iowa, do hereby certify the above and foregoing to be a true and correct copy of the lease to Central R. R. Co., Iowa (which is recorded in book 58 on page 311), as true and correct as the same remains of record in my office.

In testimony whereof I have hereunto set my hand, at Marshalltown, this 30th day of July, A. D. 1874.

(S'g'd) N. C. MESSENGER.

(Endorsed:) Rec'd copy hereof July 30*st*, 1872. Brown & Sears, def't's att'y's. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2943 In the circuit court of the United States, district of Iowa. Oct. term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
& the Farmers' Loan & Trust Co., trustees.

1. What is your name, age, residence, & occupation?

Ans. Charles A. Jewett; age, 26; Marshalltown, Iowa; occupation, general freight agent Central R. R. Co. of Iowa.

2. If you answer that you manage the general freight department of the Central Railroad Co. of Iowa, either in the capacity of general freight agent or acting general freight agent, will you state of your books & accounts are so kept that you can give the monthly and annual shipments of freight over said road, and the am't of money rec'd by the company therefor?

Ans. Yes, sir; I can.

2944 3. How many car-load of freight and how much pound freight (or shipment less than car-loads) were shipped over the line of the Central Railroad of Iowa, and how much money, net of drawbacks, was rec'd by the co. for the same—1st for 1st 6 months of the year 1873; 2nd, for the whole year 1873; 3rd, for 1st 6 months of 1874?

Ans. 1st six months of 1873 something over $198,000 gross; for whole year *year* of 1873, about $520,000.00 gross; for 1st 6 months of 1874, about $195,000 gross; from the gross earnings of 1st month of 1873, the rebates were greater in proportion than during some time of 1874. Our books do not show the specific earnings on any particular class of freight.

4. In the above answer, how many cars in the same period were freighted with coal, and what the freights am't to in money?

Ans. I cannot state; our books do not show this, and I cannot get at it.

2945 5. Make the same statements regarding the shipments of lumber, and state how many car-loads were rec'd from the Mil. & S't Paul R'd?

Ans. I have to answer this as I do in No. 4.

6. When was you appointed to your present position, and by whom?

Ans. I was appointed to my present position June 1st, 1873, by D. N. Pickering.

7. What position did you occupy previous to this appointment?

Ans. Clerk in the general freight office.

8. Do you have the full control & management of your department, in making regular and special rates, or did you previous to July 1st, 1874, or was you governed in this respect by Sup't Pickering?

Ans. I was governed to some extent by Sup't Pickering. I consider that department under my control so far as making tariffs & special rates generally are concerned, but of course I acted by the order & decissions of the superintendents.

2946 CHARLES A. JEWITT.

STATE OF IOWA,
Marshall County, ss :

I hereby certify that I propounded the foregoing interrogatories to the above-named Charles A. Jewitt, & that he answered the same as stated, and before me and in my presence subscribed & sworn to the same this 27th day of August, 1874.

Witness my hand & seal notarial this 27th day of August, 1874.

(S'g'd) HOLSEY L. MERRIMAN,
Notary Public Marshall Co., Iowa.

(Endorsed:) Charles A. Jewett. Affidavit.

Rec'd copy hereof Aug. 20th, 1874.

BROWN & SEARS,
Def't Att'ys.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

2947 In the circuit court of the United States, district of Iowa.

A. V. LYNDE ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

To the above-named Central Railroad Company of Iowa, or Brown & Sears, its attorneys:

You are hereby notified that the plaintiff will, on the hearing of said cause, on the 11th day of August, A. D. 1874, at Davenport, introduce & read in evidence the affidavit of Warren Currier; that said evidence & affidavit will show that said affiant (Currier) is a resident of the State of Missouri; that he is & has been for a long time president of the Missouri Car & Foundry Company of S't Louis, Missouri; that said company, long prior to the month of December, 1873, leased to the said defendant, the Central Railroad Company of Iowa, two hundred 2948 (200) cars, at the fixed & agreed rental of $3,500.00 per month; that said cars have been in use by said company since the commencement of said lease up to the present time; that from & since the month of December, 1873, aforesaid, said Car & Foundry Company has received no pay whatever on said lease or for the use of said cars; that during the month of July, 1874, affiant saw a statement of the earnings & disbursements of said defendant made to the directors of defendant, & that in said statement was charged the item of $3,500, paid (or disbursements) to said Car & Foundry Company monthly, since said December, 1873, for the use of said cars, & that said statement, in so far as it relates to said item, is incorrect, & none of said sums have been paid as heretofore stated.

(S'g'd) PLATT SMITH &
" HENDERSON & MERRIMAN,
Pl'ff's Att'ys.

(Endorsed:)
Rec'd copy hereof July 31st, 1874.

BROWN & SEARS.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

2949
2950

A.

Yearly statement—Freight forwarded from all stations C. R. R. of Iowa.

1872.	Chicago.		Milwaukee.		St. Louis.		S't Paul & Minneap.	To other points.	To all points.																Miscellaneous.
	Cars wheat.	Cars grain except wheat.	Cars wheat.	Cars grain except wheat.	Cars wheat.	Cars grain except wheat.	Cars grain.	Cars grain.	Cars flour & corn meal.	Cars potatoes and onions.	Cars apples.	Cars salt.	Cars lumber.	Cars coal.	Cars lime.	Cars stone.	Cars sand.	Cars cattle & hogs.	Cars sheep.	Cars horses.	Cars of imp's and H. H. goods.	Cars stoneware.	Cars clay.		Total No. of car-loads.	Pounds.
Northwood	200	4	81	3	22	7		23	4	4			1					6						9	364	200, 670
Mason City			7					14	4	5		16	3, 106	6	51	22		29			21			1	3, 281	1, 106, 530
Rockwell	51			1	5	6	3	2			1		2					9							81	57, 450
Chapin *	24	11	1			5		8										5							54	5, 960
Hampton	121	21	28	21	4	35	20	19	6	14			7					52			1				349	188, 410
Geneva	33	1	2	16	4	7	14	15		9								11							112	57, 450
Faulkner †							2	1																	3	4, 300
Ackley	26	116	1	10	31	91	82	63	16	49	1		63	5				12		1	24			23	614	5, 227, 990
Abbott	1		3	8	7	12		2										4			1				39	19, 310
Steamboat Rock	211	95	11	34	40	57	12	38	12	24				1		2		69	2					8	616	224, 840
Eldora	146	80	26	81	42	96	6	143		29			2			2		65		1	3	5	17	6	750	602, 450
Union	155	25	8	132	29	37	43	91	2	19		1	4					97		1	1			6	651	294, 460
Liscomb	181	88	2	79	32	57	8	37		39			3					29		1				2	558	84, 140
Albion	140	7	13	117	32	35	23	19	23	9								65						21	504	88, 840
2951 Marshalltown	19	6	2	28	104	216	67	194	15	153	4	25	185	17	6	290	1	23	1	7	15	4		75	1, 457	5, 135, 790
2952 Gilman	233	91	1	18	46	59	57	139		23			1					34			2				704	162, 400
Grinnell	4	6		41	19	85	30	55	20	11	3	5	4					13		3	23	7		17	346	1, 585, 190
Searsboro'	24	11		46		18	17	85	1	2			1					58							263	111, 750
New Sharon	38	79		6	40	143	18	165	1	5								118	2	2	2			6	625	253, 390
Oskaloosa	6	33		2	23	61	29	88	26	3		2	11	4, 839	51	4	8	369	17	12	7		6	64	5, 661	1, 965, 690
Eddyville								2			5	29	24	97		7	12	22	3	4	10			27	242	6, 497, 990
Albia						1		14			9	5	12	5				3	3	3	19	2		10	86	2, 124, 880
Ottumwa											5		1	1							2			9	18	1, 100, 700
Total	1, 613	674	186	643	480	1, 028	431	1, 918	130	398	28	83	3, 427	4, 971	108	327	21	1, 093	28	35	131	18	23	284	17, 378	27, 094, 470

*Opened in June. †Opened in April.

(Endorsed:) J. W. Gilman. Original.
Rec'd copy hereof Aug. 28, '74.

BROWN & SEARS, *Def'ts' Att'y's.*

(S'g'd) J. W. GILMAN, *Gen. Fr't Ag't.*

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

2953 **B.**

Yearly statement—Freight earnings Central Railroad of Iowa, 1872.

Station.	Aggregate.	Paid other R. R'ds.	Earnings.
Northwood	11,950 89	....	11,950 89
Mason City	76,250 61	802 55	75,448 06
Rockwell	2,780 74	....	2,780 74
Chapin	1,616 68	....	1,616 68
Hampton	10,823 36	....	10,823 36
Geneva	3,752 41	....	3,752 41
Faulkner	110 66	....	110 66
Ackley	23,436 20	385 51	23,050 69
Abbott	1,145 13	....	1,145 13
Steamboat Rock	18,507 08	....	18,507 08
Eldora	21,273 06	....	21,273 06
Union	17,111 99	....	17,111 99
Liscomb	14,789 46	....	14,789 46
Albion	11,866 82	....	11,866 82
Marshalltown	46,947 05	4,075 86	42,871 19
Gilman	18,646 47	....	18,646 47
Grinnell	14,401 09	278 95	14,122 14
Searsboro'	5,492 08	....	5,492 48
New Sharon	13,654 94	....	13,654 94
Oskaloosa	120,582 09	....	120,582 09
Eddyville	11,885 03	639 40	11,245 63
Albia	11,662 81	3,651 18	8,011 63
Ottumwa	6,006 58	900 93	5,105 65
Total	464,693 23	10,734 38	453,958 85
Am't p'd other railroads from stations not specified	....	....	17,609 57
Net total	....	....	$436,349 28

(S'g'd) J. W. GILMAN, *G. F. A.*

2954 **C.**

CENTRAL RAILROAD OF IOWA.

Yearly statement of earnings on freight forwarded, 1872.

January	35,261 62
February	31,760 27
March	36,541 37
April	29,414 42
May	28,730 49
June	30,992 61
July	26,617 98
August	34,142 79
September	46,570 98
October	66,951
November	53,711 31
December	43,993 39
Total	464,693 23
Paid other R. roads	28,343 95
Earnings	$436,349 28

(S'g'd) J. W. GILMAN, *G. F. A.*

2955 A. V. LYNDE, CHARLES ALEXANDER, et al.
against
THE CENTRAL RAILROAD COMPANY OF IOWA and Farmers' Loan and Trust Company of New York, trustees.

I, John W. Gilman, being duly sworn, depose and say that my age is thirty-seven; that I reside in Eldora, Iowa, and acted as general freight agent of the Eldora Railroad and Coal Company, the Iowa River Railway Company, and the Central Railroad Company of Iowa, from the time the first-named railroad was finished, say, July, 1868, up to June, 1873, and that the exhibits of earnings and shipments appended to this affidavit and marked "A," "B," & "C," were condensed from the books of the Central Railroad Company of Iowa, and are true and correct reports of the business and earnings of the freight department of the said road for the year 1872.

2956 I further depose and state that the total earnings from the transportation of freight over said road in the year 1872 amounted to $436,349.28, as shown by said statements.

Further, that the total number of loaded cars shipped over said road for the same length of time was 17,378, and an additional amount of miscellaneous freight equal to 27,094,470 pounds, and that 4,971 carloads of coal were shipped and 3,427 cars lumber, of which 3,106 were received from the Milwaukee and S't Paul Railroad.

I further depose and say that while occupying the position above named I had full charge of the department, and was authorized to make all regular and special rates of tariff.

(S'g'd) JOHN W. GILMAN.

THE STATE OF IOWA,
Hardin County:

Subscribed & sworn to by the above-named John W. Gilman in my presence & and before me this August 18th, 1874.

[SEAL.] E. W. EASTMAN,
Notary Public Hardin County, Iowa.

2957 A. V. LYNDE ET AL.
vs.
THE CENTRAL R. R. CO. OF IOWA.

STATE OF IOWA,
Marshall County, ss:

F. W. H. SHEFFIELD, being first duly sworn, states:

Int. 1. State your name, age, residence, & occupation.

Ans. My name is F. W. H. Sheffield; age, 48; residence, Dubuque; occupation, capitalist.

Int. 2. Are you a director of the Central R. R. Co. of Iowa; &, if so, when were you first elected to the position?

Ans. I am, & was elected when the company was first organized, or in 1869.

Int. 3. Was you present at a meeting of stockholders of the said company held at Marshalltown Aug. 3, 1874?

Ans. I was.

2958 Int. 4. At what time of the day was this meeting held & at what time was it closed?

Ans. It was held, I should say, between 10 and 11 o'clock a. m., and closed, it must have been after 11, or between 11 and 12.

Int. 5. Was you notified by letter that this meeting would take place; &, if so, by whom?

Ans. 6. I was; by M'r Cate.

Int. 7. How did you reach Marshalltown from the north at this unusual time for train arrivals.

Ans. By special train.

Int. 8. Did you understand that this special train was sent for you or did anybody else accompany you?

Ans. It was sent for me. There were no others in company with me, though I believe there were one or two others in the car.

(S'g'd) F. W. H. SHEFFIELD.

2959 Subscribed & sworn to before me, at Marshalltown, Iowa, by said F. W. H. Sheffield, this 29th day of August, 1874, as witness my hand & seal notarial.

[SEAL.] HOLSEY L. MERRIMAN,
Notary Public Marshall Co., Ia.

(Endorsed:) F. W. H. Sheffield.

Rec'd copy hereof Aug. 29, '74.

BROWN & SEARS,
Def't's Att'ys.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

2960 A. V. LYNDE ET AL.
vs.
THE CENT. R. R. CO. OF IOWA.

HALSEY J. BOARDMAN
vs. No. 1344. Law.
CENT. RAILROAD OF IOWA.

STATE OF IOWA,
Marshall County, ss:

I, E. R. Jones, clerk of the district court of Iowa in and for the county of Marshall, hereby certify that there was judg. rendered by said district court in the above-entitled cause, in *in* favor of the plaintiff and against the defendant, on the 24th day of November, A. D. 1873, for the sum of nineteen hundred sixty-three $\frac{13}{100}$ (1,963 $\frac{13}{100}$) dollars and costs; that said suit was brought upon and on account of 55 certain interest coupons declared on; that said suit was not commenced by attachment nor 2961 any other extraordinary process; that said judgment was never stayed; that on the 5th day of Dec., 1873, execution was issued, and returned on the 5th day of February, A. D. 1874, nothing having been made upon the same.

I, E. R. Jones, clerk, hereby certify that the above and foregoing is a correct statement of the facts in the above-entitled cause.

In testimony whereof I have hereunto set my hand and caused the seal of the district court to be affixed, at my office, in the city of Marshalltown, this 31st day of August, A. D. 1874.

[SEAL.] (S'g'd) E. R. JONES, *Clerk*,
By W. H. HAMMOND, *Deputy*.

(Endorsed:) Clerk's certificate.

Rec'd copy hereof Aug. 31, '74.

BROWN & SEARS,
P'r H. E. J. BOARDMAN,
Def'ts' Att'ys.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk*.

2962 In the circuit court of the United States, district of Iowa. Oct. term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, AND others
vs.
THE CENTRAL RAILROAD CO. OF IOWA AND The Farmers' Loan and Trust Co. of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. My name is L. H. Barnes; age, 40 years; reside at Ottumwa, & am baggage-master on Central R. R. Co.

Have you, as an employee of the Central Railroad Co. of Iowa, received from said co., in lieu of your wages in money, time-paper or acceptances? In other words, have you drawn on the company at 30, 60, 90, or 120 days, and had this draft accepted by D. N. Pickering, sup't?

Ans. Yes, sir.

2. If you answer yes, will you further state if you have had any
2963 of this time-paper or these acceptances cashed at the office of
the company in Marshalltown or by any of the employees in said office?

Ans. I have left my acceptances with Geo. Pruden in the office at Marshalltown, & he has got the money on them.

3. If you answer in the affirmative, will you name the persons who thus cashed them for you, and the amount of your claim, the rate per c't. charged for discount, and the time it occurred, as nearly as you can recollect?

Ans. I do not know who cashed them; I cannot state the exact dates, but I think I paid 1¼ per cent. discount.

4. Have you ever left any of these so-called acceptances at the gen'l office, upon the promise of being cashed if you would do so?

Ans. No one ever promised to get the money, but said they would if they could.

2964 5. If you answer yes, who did you leave them with and at whose request?

Ans. With Pruden only.

6. If they were finally cashed, who gave you the money? And state, as nearly as you can recollect, the amount of the acceptances thus cashed; rate of discount charged about the time of the transaction.

Ans. I received the money on my acceptances left with him from Pruden. I do not recollect the amount I got him to cash.

7. Have you ever received any money from the cashier or sup't (aside

from the cashing of acceptances), either on account or as a loan, on which interest or a discount has been charged?

Ans. No.

8. If so, from whom, what amounts and rate of interest, and the date?

Ans. Answered.

2965 9. At the time of receiving these discounts or acceptances, and otherwise, have you been given to understand that the money thus paid you was private money, or money belonging to the Central Railroad Co. of Iowa?

Ans. I always supposed it was got up town, or from some one up there.

10. Did the party who paid you or discounted the paper give you the money out of their pockets, or give you a check on the bank, or where did they seem to get it?

Ans. Pruden gave the money in cash.

11. Have you ever told any one that you got money at the gen'l office, in manner above discounted?

Ans. I probably have stated the facts above set forth, & that I got the money through Pruden as above stated.

(S'g'd) L. H. BARNES.

Subscribed & sworn to before & in my presence by the said L. H. Barnes this 29th day of August, 1874, as witness my hand and seal notarial.

2966 [SEAL.] HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Iowa.

(Endorsed:) L. H. Barnes.

Received copy hereof this 31 Aug., 1874.

BROWN & SEARS,
Def'ts' Att'ys.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL,
Clerk.

2967 In the circuit court of the United States, district of Iowa. October term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, AND OTHERS,
vs.
THE CENTRAL RAILROAD CO. OF IOWA, AND THE Farmers' Loan and Trust Co. of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. J. R. Bowler; age, 37, & occupation proprietor hotel.

1½. Have you ever received from the Central R. R. Co. of Iowa or any of its emyloyees, for payments due you in money, time paper or acceptances; in other words, have you drawn on the company at 30, 60, 90, or 120 days and had this draft accepted by D. N. Pickering, sup't?

Ans. I have taken acceptances from men in payment for board at 60 or 90 days.

2968 2. If you answer yes, will you further state if you have had any of this time paper or these acceptances cashed at the office of the company in Marshalltown, or by any of the officers or employees in said office?

Ans. I think M'r Pickering cashed one for me, but he did it more for accommodation to me than anything else.

3. If you answer in the affirmative, will you name the person who thus cashed them for you and the amount of your claim, the rate per ct. charged for discount, and the time it occur'ed, as nearly as you can recollect?

Ans. It occurred about a year ago, now. The amount was between two hundred & three hundred dollars. I do not recollect the rate of discount. As I recollect it was ninety days' paper, & he discounted it at 1½ or 2 per cent.

4. Have you ever left any of these so-called acceptances at the gen'l office upon the promise of being cashed if you would do so?

Ans. No.

5. If you answer yes, who did you leave them with, and at whose request?

2969 Ans. Never left any.

6. If they were finally cashed who gave you the money? and state as nearly as you can recollect the amount of the acceptances thus cashed, rate of discount charged, about the time of the transaction.

Ans. I have answered this.

7. Have you ever received any money from the cashier or sup't, (aside from the cashing of acceptances) either on account or as a loan on which interest or a discount has been charged?

Ans. No.

8. If so, from whom, what amount and rate of interest, and the date?

Ans. I have answered this.

9. At the time of receiving these discounts or acceptances and otherwise, have you been given to understand that the money thus paid you was private money, or money belonging to the Central Railroad Company of Iowa?

2970 Ans. This one that M'r Pickering discounted for me he discounted with his own private money; gave me his private check for it, &, as I said before, as an accommodation to me because I needed the money.

10. Did the party who paid you or discounted the paper give you the money out of their pockets or give you a check on the bank, or where did they seem to get it?

Ans. Answered above in ans. 9.

11. Have you ever told any one that you got money at the gen'l office in manner above discribed?

Ans. Do not recollect whether I now did or not.

(S'g'd) J. R. BOWLER.

STATE OF IOWA,
Marshall County, ss:

I hereby certify that the for'going interrogatories were by me propounded to J. R. Bowler, by whom the same were answered, & the same were by him subscribed & sworn to before me & in my presence on the 27th day of August, 1874, & that the answers above set forth are the answers of said affiant to said interrogatories. 2971

Witness my hand & seal notarial the 27th day of August aforesaid.

[SEAL.] HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Iowa.

(Endorsed:) J. R. Bowler affidavit.
Rec'd copy hereof Aug. 28, 1874.

BROWN & SEARS,
Def'ts Att'ys.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

2972 In the circuit court of the United States, district of Iowa. October term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, AND OTHERS,
vs
THE CENTRAL RAILROAD CO. OF IOWA, AND THE Farmers' Loan and Trust Co. of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. Ed'd Lynch; 34 years age; Marshalltown; occupation, boiler-washer.

Have you, as an employee of the Central Railroad Co. of Iowa, received from said co., in lieu of your wages in money, time-paper or acceptances; in other words, have you drawn on the company at 30, 60, 90, or 120 days and had this draft accepted by D. N. Pickering, sup't?

Ans. I have.

2. If you answer yes, will you further state if you have had any of this time-paper or these acceptances cashed at the office of the company in Marshalltown, or by any of the officers of the company, or by any employees in said office? 2973

Ans. Yes, sir; I have.

3. If you answer in the affirmative, will you name the person who thus cashed them for you and the amount of your claim, the rate per ct. charged for discount, and the time it occurred as nearly as you can recollect?

Ans. M'r Bates cashed one of about $100.00. M'r D. N. Pickering cashed one for about $120.00. M'r Bates charged me about 3.00. M'r Pickering charged me from 2.50 to 3.00 for discount. Both transactions have occurred within 12 months from date.

4. Have you ever left any of these so-called acceptances at the gen'l office upon the promise of being cashed if you would do so?

Ans. Yes.

5. If you answer yes, who did you leave them with, and at whose request? 2974

Ans. M'r F. F. Bates.

6. If they were finally cashed, who gave you the money? And state, as nearly as you can recollect, the amount of the acceptances thus cashed; rate of discount charged; about the time of the transaction.

Ans. Have stated.

7. Have you ever received any money from the cashier or sup't (aside from the cashing of acceptances), either on account or as a loan, on which interest or a discount has been charged?

Ans. M'r Bates once loaned me 5.00 & took it out of my wages.

8. If so, from whom, what amount, and rate of interest, and the date?

Ans'd.

9. At the time of receiving these discounts, or acceptances and otherwise, have you been given to understand that the money thus paid you was private money, or money belonging to the Central Railroad Company of Iowa? 2975

Ans. Don't know.

10. Did the party who paid you, or discounted the paper, give you the money out of their pockets or give you a check on the bank, or where did they seem to get it?

Ans. Gave me the greenbacks.

11. Have you ever told any one that you got money at the gen'l office in the manner above discounted?

Ans. I believe not.

(S'g'd) ED. LYNCH.

Subscribed & sworn to before me & in my presence, by the said Ed. Lynch, this 31st day of August, A. D. 1874. As witness my hand & seal notarial.

[SEAL.] HOLSEY L. MERRIMAN,
Notary Public Marshal Co., Iowa.

2976 (Endorsed:) Ed. Lynch.

Rec'd copy hereof this 31st day of Aug., A. D. 1874.
BROWN & SEARS,
Per H. E. J. BOARDMAN,
Def't's Att'ys.

Filed Oct. 11, 1875.
GEORGE B. CORKHILL, *Clerk.*

2977 In the circuit court of the United States, district of Iowa. October term, 1874.

A. V. LYNDE, CHARLES ALEXANDER, AND others
vs.
THE CENTRAL RAILROAD CO. OF IOWA, AND the Farmers' Loan and Trust Co. of New York, trustees.

1. What is your name, age, residence, and occupation?

Ans. My name is William Fowler. Age, 24. Residence, Marshalltown. Occupation, locomotive engineer.

Have you, as an employee of the Central Railroad Co. of Iowa, received from said co., in lieu of your wages in money, time paper or acceptances, in other words, have you drawn on the company at 30, 60, 90, or 120 days, and had this draft accepted by D. N. Pickering, sup't?

Ans. Yes, sir.

2. If you answer yes, will you further state if you have had any
2978 of this time-paper, or these acceptances, cashed at the office of
the company in Marshalltown, or by any of the officers of the company or employees in said office?

Ans. Yes, sir; M'r Bates, cashier, has cashed them for me; at least I got the money from him for them.

3. If you answer in the affirmative, will you name the person who thus cashed them for you, and the amount of your claim, the rate per ct. charged for discount, and the time it occurred, as nearly as you can recollect?

Ans. I cannot remember the amount, time, nor rate of discount; there was some discount.

4. Have you ever left any of these so-called acceptances at the gen'l office, upon the promise of being cashed if you would do so?

Ans. Yes, sir.

5. If you answer yes, who did you leave them with, and at whose request?

Ans. With M'r Bates. I asked him if he would get the money
2979 for me; he said he would get it cashed.

6. If they were finally cashed, who gave you the money? and state as near as you can recollect, the amount of the acceptance thus cashed; rate of discount charged; about the time of the transaction.

Ans. Geo. A. Pruden gave me the money. It was between $90 and $100 at one time; the other time I cannot recollect. It was 4 or 5 months ago.

7. Have you ever received any money from the cashier or sup't (aside from the cashing of acceptance), either on account or as a loan, on which interest or a discount has been charged?

Ans. Yes, sir; from M'r Bates, but no interest was charged.

8. If so, from whom, what amounts, and rate of interest, and the date?

Ans. It was from M'r Bates. It was from $5 to $10, that I received at two or three different times. I did not pay any interest.

2980 9. At the time of receiving these discounts, on acceptances and otherwise, have you been given to understand that the money thus paid you was private money, or money belonging to the Central Railroad Company of Iowa?

Ans. I do not know.

10. Did the party who paid you, or discounted the paper, give you the money out of their pockets or give you a check on the bank, or where did they seem to get it?

Ans. Gave me the money. I do not know where they got it.

11. Have you ever told any one that you got money at the gen'l office in manner above discounted?

Ans. Do not remember of doing so.

(S'g'd) W'M FOWLER.

2981 Subscribed & sworn to before me, & in my presence, by the said William Fowler this 31st day of August, A. D. 1874, as witness my hand & seal notarial.

[SEAL.] HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Iowa.

(Endorsed:) William Fowler.

Rec'd copy hereof Aug. 31st, 1874.

BROWN & SEARS,
P'r H. E. J. BOARDMAN,
Def't's Att'ys.

File .11, 187

GEORGE B. CORKHILL, *Clerk.*

2982 A. V. LYNDE ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

STATE OF IOWA,
Marshall County, ss:

Geo. A. Pruden, being first duly sworn, states:

My name is Geo. A. Pruden; age, 25; residence, Marshalltown, & my occupation, pay-roll clerk of Central Railroad Company of Iowa, and have acted as such since January 10, 1874. I also acted as secretary pro tem. at meeting of stockholders held in Marshalltown August 3, 1874. I signed as secretary; my duties do not require me to keep the minute-books & records of the company; M'r Pickering, superintendent, has the books in charge; I do not know whether the transactions of the meetings of directors are recorded in minute-books or not; I have not

seen any resolution passed by the directors or stockholders appointing me secretary; I am not familair with the by-laws of the company, nor with those which detail the duties of the secretary; I do not know the manner in which the secretary is required to notify stockholders of stockholders' meetings; I, as secretary, called a meeting of stockholders for the election of directors, to be held Aug. 3, 1874, at Marshalltown; I did not give written notice of this meeting to the stockholders whose post-office address I knew; I had no authority or order to do so; I notified them through the city papers of Marshalltown. Aug. 3d was Monday, & the meeting was called for 10 o'clock a. m. There was a train came in from the north about 9 o'clock; also one from the south, at 5.20 a. m. The train from the north was an extra. I was present at this meeting; there were present at this meeting & voted, D. N. Pickering, F. W. H. Sheffield, W. H. Seevers, T. Brown, M. E. Cutts, T. J. Fletcher. J. B. Grinnell was present; do not know
whether he voted or not. M'r Sheffield came on the extra train;
2983 I do not know whether the train was sent for him or not, to Ack-
ley. Ackley is 43 miles from Marshalltown. I did not see the train on its arrival; I do not know who was conductor of this extra; I hold no other position than that above named; do not know whether I can recollect the names of the new board of directors or not; I can think of Isaac M. Cate, Horace Abbott, John S. Gilman, Thomas Kensett, F. W. H. Sheffield, G. E. Taintor, Crane, & W. H. Seevers, Isaac Hyde, j'r, & H. C. Fahnestock & H. E. J. Boardman. The election was closed about 11 o'clock a. m.; it was over on the arrival of the passenger train from the north, which is due at 11.35 a. m.; I met C. C. Gilman, who asked me at what time the meeting would be held, & expressed surprise or appeared to when I informed him that it had adjourned before noon.

I am familiar with the fact that employees for nine months past have been paid with time-paper, or acceptances, orders, & cash. I have never purchased any of this paper.

I have never borrowed nor obtained money of D. N. Pickering,
2984 or of F. F. Bates, nor any other officer of the company for the
purpose of purchasing paper. I do not know of M'r Pickering or F. F. Bates, in any capacity, ever cashing this kind of paper. I have heard them refuse to do so.

(S'g'd) GEO. A. PRUDEN.

Subscribed & sworn to before me & in my presence, by said Geo. A. Pruden, this 26th day of August, 1874, as witness my hand & seal notarial.

[SEAL.] HOLSEY L. MERRIMAN,
Notary Public, Marshall Co., Ia.

(Endorsed:) Geo. A. Pruden.
Rec'd copy hereof Aug. 28, '74.

BROWN & SEARS,
Def'ts Att'ys.

Filed Oct. 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

2985 Circuit court of the United States, district of Iowa, Oct. term, 1875.

FARMERS' LOAN & TRUST CO., TRUSTEES,
vs.
THE CENTRAL R. R. CO. OF IOWA.

C. C. Gilman, being duly sworn, deposes and says that he is a citizen of Iowa, and the president of the "Consolidation Coal Co." and that over one hundred thousand dollars is invested in the mines & lands of said company, situated on the line of the Central R. R. of Iowa, in Mahaska Co., Iowa, and that nearly five hundred people, directly and indirectly, are dependent on the working of said mines for a support.

The affiant further states, that as pres'd't & executive officer of said company, he has repeatedly endeavored to dispose of the proceeds of these mines to customers along the line of said railroad, but has 2986 invariably failed in succeeding by reason of the interference of D. N. Pickering, receiver, and that in consequence of such interference, the property of the company of which affiant is pres'd't is greatly depreciating in value, and its business reduced to one half the capacity of productions.

Affiant further states that the real cause of all this annoyance and interference is the existence of a commercial coal company which, without money or capital of its own, stands between the producer & consumer; that no mining co. can sell coal outside of this commercial co., to wit, the Hardin & Mahaska Coal Co. Affiant further states that the stock of said Hardin & Mahaska Company is controlled & owned by Charles Alexander, H. J. Boardman, & A. V. Lynde, of Boston, known in the foreclosure case as the "Boston committee," and by H. E. J. Boardman, of Marshalltown, & D. N. Pickering, the latter being directors of said co.

2987 Affiant further deposes & says that soon after the report of the Hon. Hiram Price, commissioner, was made the active office of the Hardin & Mahaska Co. was discontinued in accordance with the recommendation of said commissioners, but was immediately succeeded by the appointment of Geo. Bently, former sec'y & manager of the Hardin & Mahaska Co., as agent of the said D. N. Pickering, receiver, & that the shipments of coal are again subjected to the same routine & restrictions as before.

Affiant further states that he believes it to be the intention of said D. N. Pickering to reinstate the Hardin & Mahaska Co. as soon as may deem it safe to do so.

Affiant further states from his own knowledge that application has been made by parties living on the line of road to D. N. Pickering, receiver, for room on depot-grounds to store coal & have been refused, & that the said Pickering, receiver, is in the habit of supplying coal himself to employees.

(S'g'd) C. C. GILMAN.

2988 Sworn to and subscribed in my presence by C. C. Gilman this 14th of October, 1875.

[SEAL.] (S'g'd) A. N. PORTER,
Notary Public.

(Endorsed:) Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa. Affidavit of C. C. Gilman. Filed Oct. 14, 1875. George B. Corkhill, clerk.

2989 *Supplemental affidavit.*

C't court U. S., dist. Iowa, Oct. term, 1875.

FARMERS' LOAN & TRUST CO., TRUSTEES,
vs.
THE CENTRAL R. R. CO. OF I'A.

H. W. McNiell, being first duly sworn, deposes and says that he is

sup't of the Consolidation Coal Co., whose mines are located on the Central R. R. of Iowa, 6½ miles from Oskaloosa, Iowa; that out of a total shipment of coal over said line of 7,000 odd cars in 1874, said co.'s mines shipped over 5,000 cars; that during the last season, though his co.'s mines have an actual shipping capacity of 3 cars to 1 of those of the Black Diamond Coal Co., the receiver has forced an equal division of all cars between us, and thus forced this company to close up at
2990 least half their works; that he, said receiver, has made Oskaloosa a billing station, and runs a switching engine from there to the different mines; that the distance from Oskaloosa to the mines of the Mahaska County Coal Co. & back is about 6 miles; the distance, round trip, from Oskaloosa to the mines of this company is 12 miles; The distance, round trip, from Oskaloosa to mines of the Black Diamond Coal Co. is 30 miles; but said company makes a uniform rate from Oskaloosa for all coal, thus making a special rate in favor of the Black Diamond Coal Co. of not less than 10 c'ts per ton, in violation of the State law.

The Black Diamond Co.'s mines are owned by Ezekiel Clark, of Iowa City, D. N. Pickering, H. E. J. Boardman, of Marshalltown, and others, as I am creditably informed and verily believe, and are situated at Coal Field, Iowa, the 3rd station south of Oskaloosa, and distant from the latter point 15 miles.

(S'g'd) H. W. McNIELL.

2991 Sworn to before me this 14th day of Oct., 1875.

GEO. B. CORKHILL, *Cl'k.*

(Endorsed:) Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa. Supplemental affidavit, H. W. McNiell. Filed Oct. 12, 1875. George B. Corkhill, clerk. Oct. term, 1875.

2992 Circuit court of the U. S., district of Iowa, October term, 1875.

FARMERS' LOAN & TRUST CO., TRUSTEES,
vs.
THE CENTRAL R. R. CO. OF IOWA.

H. W. McNiell being first duly sworn, deposes and says, that he is a resident of the State of Iowa, and by occupation is the sup't of the Consolidation Coal Co., whose mines are situated on the line of the Central R. R. Co. of Iowa, in Mahaska County, & as such is furnished with the details of mining, shipping, & selling coal.

The affiant further states, that he has occupied the position of sup't of the Consolidation Coal Co. since May of the present year, but that for two years previous to that time he was acting in the capacity of pres'd't & gen. manager of the Iowa Central Coal Co., and while occupying this position was obliged to deliver all of the products of his mines at an agreed price to the Hardin & Mahaska Coal Co. (a
2993 corporation which operated no mines of its own), by order of D. N. Pickering, the present receiver of the Central R. R. Co. of Iowa.

Affiant further states, that soon after the report of the Hon. Hiram Price, special commissioner, that the active existence of this said Hardin & Mahaska Coal Co. ceased, but by order of D. N. Pickering, receiver, was immediately succeeded by the appointment of one George Bently as agent, who formerly occupied the position of secretary & manager of said H. & M. Coal Co., and that all of the coal which affiant as sup't ships, is obliged to pass through the hands of said Bently, agent.

The affiant further states that he made, during the sp'ing of the present year, an effort to extend his business into the State of Minnesota, & by the advice of counsel made a formal written proposition to said Pickering, receiver, for the transportation of 30,000 tons of coal to Mason City, the junction with the Milwaukee & S't Paul R. R., the present season of 1875, at a minimum price of $2.00 per ton, or an aggre-
2994 gate of $60,000 for freight. That said proposition was rejected, and that within two weeks thereafter the said Pickering, receiver, closed a contract with the officers of the Milwaukee & S't P. R. R. for an equal or larger am't than stated, at an average rate of freight of $1.75 per ton, being less than affiant offered as before named of $7,500.

Affiant further states that under the present method of doing business as above recited, his company have no opportunity to increase their business, or even control that which they already enjoy, and that much loss must accrue to the property of which he is superintendent unless relief is afforded, and believe that the relief sought for can only be obtained by the dismissal of said Pickering as receiver & manager of said Central R. R. of Iowa, from the fact that he knows him to be a stockholder & owner & director of said coal companies whose success he seeks to advance at the expense of the company of which the affiant is manager.

2995 The affiant further states that the nature of the business which he is managing demands for economical management, a fixed and certain arrangement for the delivery of coal, for at least thirty days in advance, and that from circumstances before related for said calculation, he has been obliged to depend upon the promises of said Pickering, receiver, which promises he has not hesitated to violate, greatly to the injury of affiant, whenever in his judgment he might deem best.

And further the affiant saith not.

(S'g'd) H. W. McNEILL.

Sworn to and subscribed in my presence by H. W. McNiel, on this 14th day of October, 1875.

(S'g'd) A. N. PORTER,
Notary Public.

(Indorsed:) Farmers' Loan & T. Co. vs. Central R'y Co. of Iowa Affidavit of H. W. McNiell. Filed Oct. 14, 1875. George B. Corkhill clerk.

2996 A. V. LYNDE ET AL.
v.
THE C. R. R. CO. OF IOWA.

HALSEY J. BOARDMAN
vs.
THE CENTRAL R. R. CO. OF IOWA. } No. 1342. Law.

STATE OF IOWA,
Marshall County, ss:

I, E. R. Jones, clerk of the district court of Iowa, in and for the county of Marshall hereby certify that there was judgment rendered by said district court in the above-entitled cause in favor of the plaintiff, and against the defendant on the 24th day of February. A. D. 1874, for the sum of ten thousand two hundred and eighty-three $\frac{32}{100}$ (10,283.$\frac{32}{100}$)

dollars, and costs taxed at twenty-five (25) dollars. That said suit was brought upon a loan of money made by the plaintiff to the defendant.

2997 That said suit was not commenced by attachment nor any other extraordinary process. That said judgment was never stayed.

That on the 28th day of February, A. D. 1874, execution was issued and returned on the 20th day of March, A. D. 1874, nothing having been made upon the same.

I, E. R. Jones, clerk, hereby certify that the above and foregoing is a correct statement of the facts in the above entitled cause.

Witness my hand and seal of the district court, this 31st day of August, A. D. 1874.

[SEAL.] (S'g'd) E. R. JONES, *Clerk.*
By W. H. HAMMOND, *Deputy.*

(Endorsed:) Certificate of clerk. Rec. a copy hereof Aug. 31st, 1874. Brown & Sears, p'r H. E. J. Boardman, def'ts att'ys. Filed Oct. 11, 1875. George B. Corkhill, clerk.

2998 STATE OF IOWA,
Worth County:

Statement of judgments against the Central Railroad Company of Iowa, as appears from the records of the district and circuit courts of Worth County, Iowa.

H. J. BOARDMAN, PLAINTIFF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA,
def'ts.

Nov. 24th, 1873.—Judgment for $1,963.13; cost 9.25; interest 6 p. c. Judgment to be paid in gold coin of the United States or its equivalent in currency at the market price.

Transcript from district court of Marshall County, Iowa. Filed and entered of record, December 24, 1873, in judgment docket No. 1, page 41.

2999 ISAAC M. CATE, PLAINTIFF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA,
def'ts.

Jan. 6th, 1874.—Judgment for $108,526.65; cost, 4.00; interest on $39,596 at 6 p., & 7 per cent. on the balance.

Transcript from cir. court of Poweshiek Co., Iowa. Filed and entered February 20th, 1874. Judgment docket, p. 49.

HORACE ABBOTT, PLAINTIFF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA,
def'ts.

Jan. 6th, 1874.—Judgment for $31,353.12; costs, 3.75; interest at 7 p. c.

Transcript from Poweshiek Co., Iowa. Filed and entered of record Feb. 20th, 1874. Judgment docket No. 1, page 49.

3000 JOHN S. GILMAN, PLAINTIFF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA, def'ts.

Jan. 6th, 1874.—Judgment for $48,896.60; costs, 3.75; interest 7 p. c. Transcript from Powesheik Co., Iowa. Filed and entered of record Feb. 20th, 1874. Judgment docket No. 1, page 49.

THERON FINCH, PLAINTIFF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA, def'ts.

Dec. 3rd, 1873.—Judgment for $92.00; present costs, $58.04; interest, 6 p. c.

In circuit court Worth County, Iowa. Judgment docket No. 1, page 43. The foregoing judgment was appealed from and transcript sent up to supreme court.

3001 STATE OF IOWA,
Worth County, ss:

I, L. L. Carter, clerk of the district and circuit court of Worth County, Iowa, do hereby certify that the foregoing is a true and correct statement of the judgments now on file and entered of record in my office in favor of the several parties named therein and against the Central Railroad Company of Iowa, and said abstract shows all liens against said company, reference being had to the judgments and mechanics' liens.

Given under my hand and the seal of the district court hereto attached, this 11th day of April, A. D. 1874.

[SEAL.] (S'g'd) L. L. CARTER,
Clerk D. & C. Courts.

(Endorsed:) Abstract of judgments of Worth County, Iowa. Platt Smith & Davidson & King, att'ys for pl'ffs.

3002 STATE OF IOWA,
Franklin County:

Statement of judgments against the Central Railroad Company of Iowa, in Franklin County, as appear of record in the district and circuit courts of said county, and wholly unsatisfied at this date, to wit, May 1st, A. D. 1874.

ISAAC M. CATE
vs.
CENT. R. R. CO. OF IOWA.

Transcript from Poweshiek County. Damages, $108,526.65; costs, 7.00.

JOHN S. GILMAN
vs.
CENT. R. R. CO. OF IOWA.

Transcript from Poweshiek County. Damages, $48,896.60; costs, 7.00.

HORACE ABBOTT
vs.
CENT. R. R. CO. OF IOWA.

Transcript from Poweshiek County. Damages, $31,353.12; costs, 7.00.

H. J. BOARDMAN
vs.
CENT. R. R. CO. OF IOWA.

Transcrip' from Marshall County. Damages, $1,963.13; costs, 5.50.

FRANKLIN COUNTY, IOWA,
vs.
CENT. R. R. CO. OF IOWA.

Judgment for costs, $3.90.

3003 STATE OF IOWA
vs.
CENT. R. R. CO. OF IOWA.

Judgment for costs, $4.75.

STATE OF IOWA
vs.
CENT. R. R. OF IOWA.

Judgment for costs, $4.90.

STATE OF IOWA
vs.
CENT. R. R. CO. OF IOWA.

Judgment for costs, $5.40.

SIMON JOHNSON
vs.
CENT. R. R. CO. OF IOWA.

Judgment for costs, $4.60.

STATE OF IOWA,
Franklin County:

I, T. C. McKenzie, clerk of the district and circuit courts of said county, do hereby certify that the foregoing is a true and correct abstract of the unsatisfied judgments appearing of record in my office against the Central Railroad Company of Iowa, and of all of such judgments.

3004 Witness my official signature and seal this 1st day of May, A. D. 1874.

[SEAL.] (S'g'd) T. C. McKENZIE,
Clerk Dist. and Cir. Courts.

3005 STATE OF IOWA,
Hardin County:

JOHN GILMAN, PLAINTIFF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA. } 1201.

January 6, 1874.—Judgment for $48,896.60; interest, seven per cent.;

costs, 3.75. Transcript from Poweshiek Co., Iowa. Filed February 17, 1874.

ISAAC M. CATE, PL'FF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA. } 1202.

January 6, 1874.—Judgment for $108,526.65; interest, 7 %; costs, 4.00. Transcript from Poweshiek Co., Iowa. Filed Feb'y 17, 1874.

HORACE ABBOTT, PL'FF,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

3006 January 6th, 1874.—Judgment, $31,353.12; interest, 7 %; costs, 3.75. Transcript filed February 17th, 1874. Transcript from Powesheik Co., Iowa.

STATE OF IOWA,
Hardin County, *ss:*

I, J. M. Boyd, clerk of the district and circuit courts of Iowa, within and for said county, do hereby certify the above and foregoing to be true and correct abstracts of all the judgments against the Central Railroad Co. of Iowa, as shown by the records of my office, Eldora, Iowa, April 13th, A. D. 1874.

[SEAL.] (S'g'd) J. M. BOYD, *Clerk.*

(Endorsed) J. H. King, collect., $2.50.

3007 STATE OF IOWA,
Marshall County:

JOHN S. GILMAN, PLAINTIFF,
vs.
THE CENTRAL R. R. OF IOWA.

Jan'y 6th, 1874.—Judgment for 48,896.60. Interest, 7%. Costs, $4.25. Transcript from Powesheik Co., Iowa. Filed Feb'y 18th, 1874.

HORACE ABBOTT, PLAINTIFF,
vs.
THE CENTRAL R. R. OF IOWA.

Jan. 6th, 1874.—Judgment for 31,353.12. Interest, 7%. Costs, 4.25. Transcript from Poweshiek Co., Iowa. Filed Feb'y 18th, 1874.

ISAAC M. CATE, PLAINTIFF,
vs.
THE CENTRAL R. R. OF IOWA.

3008 Jan. 6th, 1874.—Judgment for 108,526.65. Interest, 6%. Costs, 4.50. Transcript from Poweshiek Co., Iowa. Filed Feb'y 18th, 1874.

LUSCH, CARTON & CO., PLAINTIFF,
against
THE CENTRAL R. R. OF IOWA.

Sept. 30th, 1873.—Judgment for 1,710.65; interest, 10%; costs, 4.85.

GEO. D. WILLIAMS, PLAINTIFF,
against
THE CENTRAL R. R. OF IOWA.

October 3rd, 1873.—Judgment for 5,000.00; interest, 6%; costs, This case marked "new trial granted."

3009 HUGH THORNTON, PLAINTIFF,
against
THE CENTRAL R. R. OF IOWA.

March 6th, 1874.—Judgment for 600.00; interest, 6%; costs, 68.45.

ALFRED EDSEN, PLAINTIFF,
against
THE CENTRAL R. R. OF IOWA.

March 17th, 1874; judgment for 41.68; interest, 6%; costs, 60.25.

HALSEY J. BOARDMAN, PLAINTIFF,
vs.
THE CENTRAL R. R. OF IOWA.

February 24th, 1874; judgment for 10,283.32; interest, 7%; costs, 25.00.

HALSEY J. BOARDMAN, PLAINTIFF,
against
THE CENTRAL R. R. OF IOWA.

November 24th, 1874; judgment for 1,963.13; interest, 6%; costs, 10.75.

3010 M. M. S'T JOHN
against
THE CENTRAL R. R. OF IOWA.

September 22, 1871; am't of lien, 195.23; costs, 1.00; interest, 6%. Filed May 16th, 1872.

LE GRAND QUARRY CO.
against
THE CENTRAL R. R. OF IOWA.

January 4th, 1873; am't lien, 5.388.04; interest, 6%; costs, 1.00. Filed January 4th, 1873.

CARVER, ADAMS & CO.
against
THE CENTRAL R. R. OF IOWA.

March 15th, 1873.—Am't lien, 3,615.36; interest, 6%; costs, 1.00. Filed Apr. 29th, 1873.

STATE OF IOWA,
Co. Marshall, ss:

I, E. B. Jones, clerk of the district and circuit courts of Iowa, within

and for said county, do hereby certify the above and foregoing to be a true and correct abstract of all the judgments and mechanics'
3011 liens against the Central Railroad Company of Iowa, as shown by the records of my office.

In testimony whereof I have hereunto set my hand & affixed my official seal this 27th day April, A. D. 1874.

[SEAL.] (S'g'd) **E. R. JONES,**
Clerk District Court.

3012 *Abstract of judgment docket, district court, Jasper County, Iowa.*

STATE OF IOWA,
Jasper County:

Book.	Page.	Parties to judgment.	Memoranda.	Am't of judgment.	Am't of costs.
Judg. Doc. E.	190	H. J. Boardman vs. Central Railroad Co. of Iowa. Transcript from the district court of Marshall Co., Iowa. Filed Feb'y 25, 1874.	Judgment vs. def't. Feb'y 24th, 1874, 7%.	$10,223 32	$25 75
Judg. Doc. E.	190	Halsey J. Boardman vs. Central Railroad of Iowa. Transcript from the district court of Marshall Co., Iowa. Filed March 23d, 1874.	Judgment vs. def't. November 24th, 1873, 6%. Payable in gold coin of the U. S.	$1,963 13	$11 47

STATE OF IOWA,
County of Jasper, ss:

I, W'm R. McCully, clerk of the district court in and for the county and State aforesaid, do hereby certify that the foregoing is a true
3013 and complete abstract of the judgment-docket entry in the above-entitled cause, as the same now appears of record in my office.

Witness my hand and the seal of said court at Newton, Iowa, this 1st day of May, A. D. 1874.

[SEAL.] (S'g'd) **W. R. McCULLY,**
Clerk of the District Court,
P'r L. B. WESTBROOK,
Deputy.

STATE OF IOWA,
Poweshiek Co.:

ISAAC M. CATE
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Judgment Jan'y 6th, '74, for $108,526.65; costs, $11.00; interest, 7 %.

JOHN S. GILMAN
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Judgment Jan'y 6th, 1874, for $48,806.60; costs, 10.75; interest, 7 %.

HORACE ABBOTT
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Judgment Jan'y 6th, 1874, for $31,353.12; costs, $10.75; interest, 7 %

H. J. BOARDMAN
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Judgment Jan'y 6th, 1874, for $10,283.32; int., 7 %.

Transcript from Marshall County, Iowa.

STATE OF IOWA,
Poweshiek County, ss:

I, J. W. Carr, clerk of the circuit & district courts of Iowa, in and for Poweshiek County, do certify the above to be a true and correct abstract of all unsatisfied judgments against the Central Railroad
3014 Company of Iowa, as the same appears of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of courts this May 1st, 1874.

{ CIRCUIT AND DISTRICT } (S'g'd) J. W. CARR,
{ COURTS SEALS. } *Clerk.*

STATE OF IOWA,
Mahaska Co.:

Abstract of judgments vs. Central Rai'road Co. of Iowa, D. & C. courts, Iowa.

OLE OLSON, PL'FF,
against
THE CENTRAL RAILROAD COMPANY OF IOWA.

February 28th, 1873.—Judgment $108.00; interest @ 6 %; costs, $5.55. Judg't rendered in dist. court Feb'y term, 1873. Book 4, page 268. Fee book 10, page 626.

3015 W. H. MOORE, PL'FF,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

August 29, 1873.—Judgment, $2,000; interest @ 5 %; costs, $86.25. Judgment rendered in district court, Aug. term, 1873. Book 4, page 296. Fee book 10, 526.

ISAAC M. CATE, PL'FF,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

January 6th, 1874.—Judgment, $108,526.65; interest on $39,596.92 @ 7 %, & on $68,529.73 @ 6 %; costs, $4.50. Transcript from circuit court, Poweshiek County, Filed Feb'y 18th, 1874. Book 4, page 307. Fee book 11, 145.

HORACE ABBOTT, PL'FF,
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

January 6th, 1874.—Judgment, $31,359.12; costs, $4.25; interest

@ 7 %. Transcript from circuit court, Poweshiek County. Filed Feb'y 18th, 1874. Doc. 4, page 307. Fee book 11, page 149.

3016 JOHN S. GILMAN
vs
THE CENTRAL RAILROAD CO. OF IOWA.

Jan'y 6th, 1874.—Judgment, $48,896.60; costs, $4.25; interest, @ 7 %. Transcript from ci't court, Poweshiek Co. Filed Feb'y 18th, 1874. Doc. 4, page 308. Fee book 11, page 149.

C. M. STEWART, PL'FF,
vs.
CENTRAL RAILROAD COMPANY OF IOWA.

July 13th, 1872.—Judgment, $273.66; costs, $23.20; interest, @ 6 %. Judgment in circuit court, July term, 1872. Doc. A, page 131. Fee book A, page 351.

S. G. CASTER, PL'FF,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

November 18th, 1873.—Judgment, $32.00; costs, $40.60; interest @ 6 %. Judgment in circuit court, November term, 1873. New trial granted, and suit dismissed. Doc. A, page 171. Fee book A, page 484.

3017 JOHN L. WILSON, PL'FF,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

November 19th, 1873.—Judgment, $24.00; costs, $40.00; interest @ 6 %. Judgment in circuit court, November term, 1873. New trial granted, and suit dismissed. Doc. A, page 172. Fee book A, 483.

STATE OF IOWA,
Mahaska County, ss:

I, C. P. Searle, clerk dist. & circuit courts of Iowa, in and for said county, do hereby certify the above and foregoing to be a true and correct abstract of all the judgments against the Central Railroad Co. of Iowa, as shown by the records of my office, Oskaloosa, Iowa, Ap'l 29, 1874.

{ SEAL OF DISTRICT AND CIRCUIT COURTS. } (S'g'd) C. P. SEAARLE,
Clerk.

3018 STATE OF IOWA,
Wappello County:

JOHN J. MILLARD & CO.
vs.
CENTRAL RAILROAD OF IOWA.

Judgment rendered against def't for costs of continuance, October 28th, 1872. Amount of judgment, $4.80.

STATE OF IOWA,
Wappello County, ss:

I, L. M. Godley, clerk of the district and circuit court of Iowa, within and for said county, do hereby certify the above and foregoing to be a true and correct abstract of the only judgment against the Central Railroad Company of Iowa, as shown by the records of my office.

Witness my hand and the seal of the district court of said county, hereunto affixed at Ottumwa, Iowa, this 27th day of April, A. D. 1874.

[SEAL.] (S'g'd) L. M. GODLEY, *Clerk.*

3019 STATE OF IOWA,
Monroe County, ss:

Abstract of judgments in the district and circuit courts of the State of Iowa in and for said county against the Central Railroad Company of Iowa.

HORACE ABBOTT
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

January 6th, 1874.—Judg't for $31,353.12; int., 7%; costs, $3.75. District court. Transcript from circuit court of Poweshiek County, Iowa. Filed Feb. 20th, 1874, at 5 o'clock p. m.

J. W. H. GRIFFIN, *Clerk.*

ISAAC M. CATE
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Jan. 6th, 1874.—Judg't for $108,526.65; int., 7%; costs, $3.75. District court. Transcript from circuit court of Poweshiek County, Iowa. Filed Feb. 20th, 1874, at 5 o'clock p. m.

J. W. H. GRIFFIN, *Cl'k.*

3020 JOHN S. GILMAN
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Jan. 6th, 1874.—Judg't for $48,896.60; int., 7%; costs, $3.75. District court. Transcript from circuit court of Poweshiek County, Iowa. Filed Feb. 20th, 1874, at 5 o'clock p. m.

J. W. H. GRIFFIN, *Clerk.*

AARON HICKS & W'M HICKS
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

In the circuit court, March 2d, 1874.—Judg't for $100.00; costs, $10.95; int., 6%. Judg't rendered at Feb. term, 1874, by agreement.

STATE OF IOWA,
Monroe County, ss:

I, Jno. W. H. Griffin, clerk of the district & circuit courts of the State of Iowa in and for said county, certify the above and foregoing to be a correct and true abstract of all the judgments against the Central Railroad Company of Iowa, as shown by the records of said courts in my office. 3021

Witness my hand & the seal of said court Apr. 29th, 1874.

[SEAL.] (S'g'd) JOHN W. H. GRIFFIN, *Clerk.*

3022 STATE OF IOWA,
Appanoose County:

A. HARTMAN, PL'FF,
vs.
THE CENTRAL RAILROAD CO. OF IOWA, DEF'T. } No. 217.

Aug. 27th, 1873.—Judgment for $40.00; interest, six per cent.; costs, 6.26. Judgment in circuit court Appanoose County, Iowa.

Received, Nov. 4th, 1873, of J. M. Robb, sheriff Monroe County, Iowa, post-office order for forty-five & $\frac{25}{100}$ dollars on this judgment.
(S'g'd) W. S. JOHNSON, *Clerk.*

STATE OF IOWA,
Appanoose County, ss:

I, W. S. Johnson, clerk of the circuit court in & for said county and State, do hereby certify the above and foregoing to be a true and correct abstract of judgment against the Central Railroad Co. of Iowa, as shown by the records of my office.

Centerville, Iowa, April 28th, A. D. 1874.
[SEAL.] (S'g'd) W. S. JOHNSON, *Clerk.*

3023 (Endorsed:) Abstract of judgments against the Central R. R. of Iowa from Worth to Appanoose Counties, inclusive. Filed Oct. 11, 1875. George B. Corkhill, clerk. Platt Smith and , att'ys for pl'ff.

3024 In the circuit court of the United States for the district of Iowa.
October term, 1874.

CHA'S ALEXANDER ET AL.
against
THE CENTRAL RAILROAD COMPANY OF IOWA. }

Isaac M. Cate, being duly sworn, states that he is, and has been since the time stated in the bill, president of said company; that he has carefully read said bill, and makes this his affidavit in relation to so much thereof as he is advised by counsel is material and should be responded to in that form by affidavit.

1. That since the time he has been president of said company the earnings of said road have been required to pay its daily necessities; that no money has accumulated in the treasury, but the same has been paid out for the legitimate purposes of the company as fast as received. Not only is this true, but the company has been compelled by its necessities to borrow money in anticipation of its receipts; that not a single dollar has said company lost by reason of no bond being required of the treasurer.

2. Affiant hereto attaches the whole of the circular of June 10th, 1873, marked "A," referred to in said bill hereto, and states that so far as the same makes any statements of the operations and earnings of the railroad for any period of time preceding the date of said circular, said statements are true and correct to the best of affiant's knowledge and belief, and that they were intended only as comparative statements, and as such were correct, because if the earnings of that year, namely, 1873 were found afterwards subject to a rebate, the earnings of the previou

year, for a comparison with which the former were introduced, were subject to the same proportion of rebate, so that the relative difference of increase remains the same, and that any statement therein of the supposed future earnings or operations of said road, the same at the time made were in good faith, and with a full belief that subsequent events would prove their truth.

3. Affiant explicitly denies that the statements contained in said circular, or any of them, were false in fact, or the same were made with intent to mislead or deceive the complainants or the bondholders. Nor did said railroad co., or any of its officers or authorized agents, in composing or circulating said circulars among the bondholders, do so with intent to cheat or defraud said bondholders, or any of them, but, on the contrary, said circulars were issued and circulated in good faith for the purpose of giving the bondholders and all others full and explicit information of the condition and earnings of said road, so far as was known of the past and its probable earnings in the future, so as to enable all interested to determine what, under the circumstances detailed, was the best course to be taken with said road.

4. Affiant explicitly affirms that the reasons which influenced him to present to the bondholders the plan in the circulars referred to, were that according to one of the provisions of the mortgage it was thought a foreclosure could not take place until the company had been in default of its interest twelve months, and perhaps eighteen months, and that some time would be consumed in the process of foreclosure, together with the fact that hope was entertained that an extention of time would give opportunity to develope and establish the road on a paying basis, and that no time should be lost in waiting for the time to come when a foreclosure could be commenced. And therefore this scheme was devised; that these views were presented to bondholders, and by them adopted to a very large extent; that the mention of what the road had done and appeared likely to do, judging of the future by what was supposed to have been done in the past, was only to give to the bond-
3025 holders the benefit of any information which appeared to be true
with respect to *to* the road and its condition. Estimates as to the future of the road were based upon the supposed genuin'ness of representations with respect to the past handed down from the previous executive.

5. Affiant is advised by counsel that there is no clear, direct, and positive statement in the bill that the complainants, or any of them, were deceived by the statements of said circular, or that they, or either of them, relying thereon, founded their overdue coupons; or that they accepted the propositions made the bondholders in said circular. Affiant therefore submits that in the absence of such averments, the complainants should not now be permitted to complain of that which did them no injury; nor, as affiant is informed by counsel, does it appear from said bill that any of the one hundred persons for whom the complainants pretend to act were in any respect influenced by the statements of said circular. Therefore affiant submits that complainants cannot claim that such persons were injured by the statements in said circular.

6. Affiant is further advised by counsel that there are no averments in said bill showing that complainants, or either of them, are the owners or holders of the mortgage bond of said co. referred to therein; therefore affiant submits that complainants have failed to show any right to complain of any of the matters stated in said bill, however true the same may be.

7. Affiant states that he and the directors of said co. have recently,

owing to the receipts from business and the earnings of the said road not coming up to their expectations, been forced to conclude that the earnings of said road will not, at least for some years to come, prove sufficient to pay operating expenses and interest on the bonded debt, and that therefore, if the bondholders desire that there should be a foreclosure, neither the affiant or said railroad co. will make any opposition to a bill filed by the trustees for the bondholders to affectuate that purpose, nor will affiant or said railroad co. oppose the appointment of a receiver, should one be applied for by the said trustee; but affiant, representing said co., does protest against a foreclosure or the appointment of a receiver in this action, for the reasons that will be urged by counsel, and because affiant and the present management of said railroad co. are now engaged in good faith in endeavoring to get the bondholders to agree among themselves as to the manner and terms upon which the trustees shall apply for a receiver and foreclosure of said mortgage, and affiant hereto attaches the whole of circular just issued to bondholders for that purpose (marked B). Affiant, in thus seeking to write the bondholders in asking a foreclosure, believes it to be for the benefit of all concerned, as under such circumstances the property will probably realize more than it otherwise would at any sale made.

8. Affiant is informed and believes that the chances are that if a brief time for consultation is given, there will be an amicable foreclosure or arrangement between the bondholders, co., and creditors. If, however, upon such consultation said bondholders should determine that it was not for their interest to have a foreclosure or receiver, the railroad co., at least, would not object thereto, and it is submitted to the court under the averments in the bill, that the road will not bring and is not worth sufficient to pay the first mortgage, that complainants should not have a receiver appointed without showing that they are holders of bonds secured by said first mortgage.

9. Affiant is informed and believes that complainants have directed that process in this action be not served upon the Farmers' Loan and Trust Co., and that said trust co. will not enter a voluntary appearance to this action as affiant is informed, as the great body of the 3026 bondholders, therefore, are in no wise represented and their wishes in respect to this action cannot be known, affiant, as in duty bound, protests against the appointment of a receiver herein.

10. Affiant states that the statement of net earnings in the years 1872 and 1873 is not true or correct, but, as affiant is advised by counsel, the same is in no wise material, except as showing complainants' belief of the superior management during the year 1872 to that of 1873. Affiant therefore contents himself with simply and unequivocally denying the correctness of the comparison of said earnings made in the bill.

11. Affiant states that it is not true that the property of said company is getting into a state of dilapidation and bad repair. On the contrary, he asserts the fact to be, by reason of new ties and other work and material placed on said road, that the line of track thereof is in better condition than it ever has been; and that everything has been done to maintain the rolling stock in best possible condition.

12. Affiant explicitly denies the allegation in said bill that affiant, the directors, or any of them, are managing, or have at any time managed, the said road or the said company's affairs in furtherance of or for their private benefit. On the contrary, affiant confidently asserts that he and the directors, and all other employees of said co., have endeavored,

to the best of their ability, to manage the affairs of said company for the best interests of the bondholders and all others interested.

13. That affiant, Horace Abbott and John S. Gilman, did obtain judgment against said company under the following circumstances: Certain parties were about to recover judgments against said company, which, affiant was advised by counsel, would be a lien on certain outside property. The company and said parties threatened to issue execution, and as affiant fully believed that the company could not pay said judgment without doing great injustice to the employees and bondholders, and, as affiant believed the property of the co., if sold on execution, would not bring near its value, therefore, affiant, said Gilman and Abbott, acting under the advice of counsel, procured judgment on their claims against the company, for the purpose only of protecting, so far as could be done, the property of said co. from sale and sacrifice on execution; that neither affiant, said Abbott or Gilman, have issued execution or taken any steps whatever to enforce said judgments, nor do they, or either of them, intend so to do; and they, and each of them, are ready and willing to release said judgments if the court decrees such course advisable.

14. Affiant states that as to the manner of said judgments were obtained he knew nothing; that he, the said Gilman and Abbott, placed their claims in the hands of their attorneys, with directions to procure the same at the earliest day the same could be legally obtained. Affiant presumes said attorneys will file an affidavit as to the facts attending the obtaining said judgments, and to that he refers.

15. Affiant states that the allegation in petition that any portion of the amount for which he obtained judgment was not justly due him from said company is absolutely and unqualifiedly false; that, in fact, the railroad company owes him a principal sum greater than that by $9,000.

16. Affiant is informed and believes that said judgments are not lien on any of the property of said company superior to that of the 3d mortgage, or either of the others. On the contrary, said third mortgage was recorded in all of the counties through which said road runs long prior to the filing of transcripts of said judgments therein.

17. Affiant denies that said judgments were fraudulently obtained.

3027 18. Affiant states that he, said Abbott, and John S. Gilman are directors and stockholders in said co., are bondholders and general creditors; that it has been their interest to manage the business of said co. for the best interest of all concerned, which has been done to the extent of affiant's ability, at his own expense, and without any compensation from said company for his services; and he denies emphatically all fraud or allegations of fraud in said bill either on his part or that of any of the present board of directors or managers of said co.

19. Affiant admits that money has been paid on the floating indebtedness of said co., but denies that any fraudulent preferences was intended or thereby given; that when affiant assumed the presidency of said co. it was largely indebted to various persons for supplies and money borrowed by the previous management, and that it was absolutely necessary, in order to run and operate the road, that portions of such indebtedness should be paid. Affiant's only regret is that he, acting for the best interest of the bondholders and of all others interested, could not, within the means at his command, pay very much more than he did of such floating indebtedness, as by reason of the existence thereof the road was operated at a great disadvantage. It is the belief of affiant, based on the knowledge of the loss and inconvenience caused by the existence of such floating indebtedness, that if the whole

of said indebtedness could have been paid off a year or more ago from the earnings of the road, and not a dollar paid the bondholders, the property would have been worth to-day more to the bondholders than it now is.

20. Affiant believes that it is true that the recovery of said judgment in favor of H. J. Boardman had a tendency to prejudice the bondholders, and also, as affiant well knows, the operations of the co., but affiant is advised by counsel that there was no way to prevent said judgment. The debt was created by the former management of said co., and affiant, acting for said co., did all he could to prevent said judgment. Affiant is informed and believes that the trust co., at the request of bondholders, has obtained an injunction restraining the collection of said judgment, which action is still pending.

21. Affiant denies that the business of said road or co. has been managed since he became president in a loose and unsatisfactory or reckless manner; but affiant cannot entirely deny that the books of said co. were kept in a confused manner under the former management, and that they cannot be balanced; but affiant does not believe that they are out of balance to the amount stated in the bill. Affiant states that since he became president he has employed a skilled accountant at his own expense to overhaul said books, by which many errors have been detected, and all has been done to make said books balance, but the efforts made have not been entirely successful; affiant admits, as he is informed, however, and believes, the books and accounts of said co. as now kept are correct, and that the same can be readily balanced and understood.

22. Affiant states that said co. has not been able to pay promptly its employees, and that the custom and habit has been to give such of them as choose to receive the same accepted drafts payable in 90 days, which course was adopted for convenience of said employees to enable them to realize on amounts due them from the co. beyond what said co. could pay them in money; but affiant states that it is false that said co. has directly or indirectly discounted the same, nor did or does said co. desire any benefit whatever therefrom except the additional credit of 90 days.

23. Affiant states that finding the motive power on said road insufficient to do its business to advantage and said co. having neither money or credit to procure locomotives, affiant and certain other directors procured such locomotives to the number of four, which they 3028 leased to the co. at a rental of 20 per cent. on their cost; but affiant denies that such rental is exhorbitant; on the contrary, he states that there are rolling-stock co's whose business it is to build locomotives and cars and lease the same to railroad co's, and that the rental agreed to be paid affiant and other persons furnishing said locomotives is less than the same could be procured for from any of said rolling-stock co's. Besides this, affiant states that although the said locomotives have been in use on the road, two of them ten months and two of them twelve months, and said rental has long since been due, no part of the same has been paid, therefore affiant submits that complainants have been in nowise prejudiced by the rental of said locomotives, but on the contrary have derived great benefit from their use.

24. Affiant states that it is true the round-house of said co. was burned, but he denies that the same was caused by the reckless management of said co., or that the loss therefrom was $15,000. As affiant is informed and believes, the said fire was purely accidental, and that the loss resulting therefrom did not exceed the sum of $13,000.

25. Affiant is informed and believes that there was a meeting held, as

stated in the bill, of persons claiming to be bondholders, which, as affiant is informed and believes, was extensively advertised previous thereto, and many persons personally solicited to attend, but that the same in fact was not attended by more than 30 persons who claimed to be bondholders, and that the several propositions presented to said meeting looking to a foreclosure of said mortgages, the appointment of a receiver, and the appointment of a committee to take charge of the same, were carried by a bare majority of one; and that the said majority was obtained by the personal efforts and vote of C. C. Gilman, who, as affiant is informed and believes, was not a bona fide bondholder; and the affiant further states that H. J. Boardman, selected at said meeting as one of the committee, is the same H. J. Boardman named in the bill as having obtained a judgment against the company, and who at that time, and previous thereto, had been doing all that he could to obtain said judgment and obtain payment thereof to the prejudice of the bondholders of said company.

26. Affiant is unable to admit that the complainants or said committee represent a large number of bondholders, and from information in possession of affiant he denies such statement and respectfully asks that complainants be compelled to file proof that they are acting for others, or that they file a list of such persons, and the number of bonds held by each verified by some one of said complainants.

ISAAC M. CATE.

Witness:
H. D. CLARY.

STATE OF MASSACHUSETTS,
City of Boston:

JULY 25TH, 1874.

Personally appeared before me, Henry D. Clary, a notary public duly commissioned and sworn, the above-named Isaac M. Cate, and acknowledged the foregoing instrument by him subscribed to be his free act and deed.

In witness whereof I have hereunto set my hand and seal of office the day and year above written.

[SEAL.]

HENRY D. CLARY,
Notary Public.

EXHIBIT A.

CENTRAL RAILROAD COMPANY OF IOWA,
32 *Pine Street*, *New York*, *June* 10*th*, 1873.

To the bondholders of the Central Railroad Co. of Iowa:

3029 The stockholders who assisted, with money, in the construction of this road, did not contemplate undertaking either the management or operation of it, but only to aid the projector, builder (and executive till March last), until he should find a strong railway corporation that would lease the road and guarantee to the bondholders their interest.

In this they have been disappointed. While waiting for the fulfillment of their expectations, an energetic effort to develope the traffic of the road was not made, nor were its means spent with the same economy which will hereafter be exercised.

The floating indebtedness has become $950,000. More than half of this sum namely, $524,000, has been advanced to meet the interest maturing on the bonded indebtedness during the past two years; $155,000 is due for cars which the road holds under contract, to become its property when paid for, but otherwise to revert to the builders, and the builders are now demanding an immediate decision as to what will be done; $88,500 is due to operatives; $30,000 on overdue State and county taxes; $28,000 for coal and drawbacks, balance for locomotives, rolling stock and materials used in the equipment and operation of the road, the payments for which have been deferred from time to time.

The stockholders did not make any profit in the construction of this road; on the contrary, they have paid for their stock at the rate of $5,000 to the mile of road built, besides the sum advanced for interest on the bonded indebtedness during the last two years.

The January interest of this year, although mostly provided for, was not paid by the railroad company, but the money to take up the coupons was furnished by individuals, who now hold them as a first lien upon the road, along with the first mortgage bondholders.

The interest due in April last, on $4,000 to the mile of second mortgage or equipment bonds, was passed. The money for the coming July interest cannot be obtained.

More motive power and rolling stock are needed for handling the business offering; additional machine shops and tools will be required to keep the rolling stock and locomotives in repair.

Paying the interest on the bonded indebtedness alone will not develope the strength and ability of the road to maintain itself and pay its interest hereafter, but additional motive power, rolling-stock, machine-shops and tools, will give the means for doing the business the road was built to do, and also become an additional pledge to the bondholders.

The earnings of 1872 were about $600,000, which was less than the cost of management.

It is estimated by the present managers that, with the adequate equipment, the earnings of 1873 can be carried to between $800,000 and $900,000, while the expense of operating will not exceed 60 or 65 per cent. of that sum at the outside, and that the road will go on increasing its earnings from year to year. Already the earnings during the spring months are largely over the corresponding months of last year, while the cost of management has been reduced to the rate of $90,000 per annum.

The following is a comparative statement of earnings and expenses for 1872 and 1873, namely:

March, 1872.	Earnings	$42, 301	
	Expenses		$42, 750
April.	Earnings	$42, 405	
	Expenses		$49, 752
May.	Earnings	$38, 388	
	Expenses		$48, 402
		$123, 094	$140, 904
March, 1873.	Earnings	$63, 288	
	Expenses		$43, 358
April.	Earnings	$55, 709	
	Expenses		$38, 715
May.	Earnings	$52, 000	
	Expenses		$37, 000
		$170, 997	$119, 073

This shows an increase of earnings of 35 per cent., and a reduction of 16 per cent. in expenses; or a net increase of $70,000 over last year; and these three months are always the lightest of the year.

It will cost $350,000 to suitably equip the road for business, and $350,000 more to finish the line.

Although 200 miles of road have been built, 36 miles of that distance
are not available without the construction of 31 miles more; so
3030 that, out of a line of 231 miles, on which the interest on bonds is
maturing from year to year, only 164 miles are available for profitable use.

There are issued $3,700,000 first-mortgage bonds, and $925,000 second mortgage, or equipment, bonds, the annual interest on which, at 7 per cent. gold, is $323,750, gold.

In order to obtain means for equipping and finishing this road, it is necessary to ask the bondholders to extend the interest coming due during two years, until January 1, 1879; the coupons for these two years' interest to be placed with the Farmers' Loan and Trust Co., at New York City, in trust, that company being the trustee for the bondholders, and scrip for their amounts, payable January 1, 1879, with interest at 7 per cent., gold, payable semi-annually, to be given therefor, interest to be added to January 1, 1874, on coupons due April, July, and October, 1873, and deducting from those coming due after that date, up to and inclusive of January 15, 1875. Conditions of trust to be that, should the Central Railroad Co. of Iowa fail to perform its obligation to pay the interest semi-annually, and principal at maturity, then the holders of the scrip shall have their coupons returned to them, with the right to proceed against the company the same as if no trust had been made.

The extension of the two years' interest having been obtained in the manner proposed above, the company will then issue preferred stock, to take up the present floating indebtedness, including the surrender of the coupons of January, 1873, already passed, and to obtain money for further equipment and laying the iron on thirty-one more miles, the most of which is already graded.

Conditional subscriptions sufficient to take up most of this floating indebtedness and all the coupons have already been obtained; provisional contracts for five new locomotives have been made, and steps will be taken to obtain an additional supply of cars for this year's business.

Address the Farmers' Loan and Trust Co., at New York, for an exchange of coupons for scrip, and the earlier the exchange is made the earlier will definite progress be made in equipping and providing for carrying out present plans for preparing the road to do the business offering, and thus strengthening the confidence of those who are now willing to assist in bringing the company out of its present embarrassments. The doing of this is dependent upon your affirmative action upon the plan presented.

In making the above statement of the present difficulties of the road, it may without impropriety be said that there are but few railroads at the West that have not been similarly situated, and the many that were are to-day among the best paying lines.

ISAAC M. CATE,
President.
HORACE ABBOTT,
JOHN S. GILMAN,
F. W. H. SHEFFIELD,
A. L. HATCH,
Committee of Directors.

CENTRAL RAILROAD COMPANY OF IOWA.

No. .]

This certificate witnesseth, that whereas bondholder No. has, at the request of the Central Railroad Company of Iowa, this day placed in the custody of the Farmers' Loan and Trust Company of New York City the coupons from July 15, 1873, to January 15, 1875, inclusive, of bond No. , for $1,000 of the first-mortgage bonds of said railroad company, upon the agreement that the title to said coupons shall remain in him and those who may hereafter become the holders of this certificate, and that the said loan and trust company, as the agent of such holder, shall retain the custody of the said coupons, and that the said railroad company shall be exempted from demand upon the same, provided it shall pay the sum of one hundred and thirty-seven dollars 14-100 in gold on or before the first day of January, A. D. 1879, to the person presenting this certificate at the office of said railroad company in the city of New York, and interest meanwhile at the rate of 7 per cent. per annum, on the said sum of one hundred and thirty-seven dolla's 14-100 in gold semi-annually, to the person presenting each scrip coupon hereto attached, when payable at said office; but that if default shall be 3031 made at any time in the payment of said principal sum, or the interest thereon, at the times and in the manner mentioned herein, the bearer of this certificate shall be entitled to receive from the said loan and trust company the original coupons placed in its custody, leaving this certificate, with any scrip coupons thereto attached and unpaid, as a voucher therefor, and to pursue his remedy upon the said original coupons; and that on payment of said original sum and interest, as aforesaid, the said railroad company shall be entitled to this certificate, with its scrip coupons, and also to receive from said loan and trust company the said original coupons. Now, the Central Railroad Company of Iowa hereby covenants and agrees that it will pay the bearer of this certificate, on presentation at its said office, on the first day of January, A. D. 1879, the said principal sum of one hundred and thirty-seven dollars 14-100, and meanwhile interest, as aforesaid, on presentation of said scrip coupons.

In testimony whereof, the president and secretary of said Central Railroad Company of Iowa have hereto subscribed their names and caused the corporate seal of said company to be affixed by its authority, this fifteenth day of June, A. D. eighteen hundred and seventy-three.

President.

Secretary.

The certificate for the holders of first-mortgage bonds of $500 each will be for $68.57.

The certificate for the holders of second-mortgage bonds, all of which are for $1,000 each, will be like the above, except that the amount will be $139.66, instead of $137.14, and that it will include the coupons from April 15, 1873, to October 15, 1874, inclusive.

EXHIBIT B.

CENTRAL RAILROAD COMPANY OF IOWA,
Boston, 18*th July*, 1874.

To the stock and bond holders of the Central Railroad Company of Iowa:

In asking the bondholders of this company to extend two years' interest for five years, credit was given to representations which had been made, that the road had added to its earnings $200,000 a year, until 1872 they became $600,000, and that with suitable increase of motive-power and rolling-stock, the enlargement would go on at that rate from year to year.

Notwithstanding the financial panic of 1873—the effects of which are still felt—together with a reduction of 20 per cent. in the tariff on grain at the largest and competing points of shipment, the earnings in that year were $125,000 larger than the previous year.

Upon the basis of earnings in 1873, namely, $140,000 from passengers and $500,000 from freight—the net of which was $139,000—the Iowa State tariff, which went into operation on the 3d inst., will reduce the earnings from passengers $40,000, and, it is calculated, cut them down on freight $50,000, which would take $90,000 out of the net results from operating the road the coming twelve months.

The earnings of the first six months of this year will vary but little from the same months of last year.

Already, during the present year, a large sum has been spent on the permanent way. 65,000 new track ties have been put into the road-bed—mostly white and burr oak—and considerable new piling has been done to the bridges to fit them for service this year; and to maintain the line another year in as good condition as now, 60,000 more new ties must be laid, and there should be considerable replacements in the piling.

283 bridges built upon piles, chiefly of water-elm—one of the most perishable kinds of wood, and not to be relied upon after three years—form a part of the permanent way.

The operation of the road is expensive. Owing to the sharp grades, 16 loaded cars are a heavy pull for a 16x24-inch cylinder 30-ton locomotive.

Of the grades there are, going north, 30, from 41 to 50 feet to the mile; 30, 53 to 66; one of 71 feet, and one of 76; and going south, 23 that are 41 to 52 feet; 20, 53 to 58 feet; 15, 62 to 66 feet, and 1 of 73 feet.

$150,000 to $200,000 judiciously spent in reducing these grades would, in a few years, be saved in the cost of operation.

There is due the men—which must be paid; in fact, there is no alternative—$73,000.

3032 Of a debt of $151,000 on cars—which the road holds under contract to become its property when paid for—$47,000 was paid last year. No payment could since be made, and the several companies, after great forbearance and consideration for the situation in which the road has been placed, are now waiting a final determination until every reasonable opportunity shall be given for forming plans which wills show them a prospect for the future not surrounded by difficulties unlikely to be overcome, and which will ensure to them a further payment.

This road runs north and south, connecting S't Louis with S't Pau and the north; when building, large expectations were based upon business with S't Louis.

Much may be said in regard to busines with St. Louis, but very little be realized for a considerable time to come.

A second connection at the north end of the line would bring into use 21 miles of road already built and, at present, not profitable for use, and serve to enlarge the business; but a completion of the south end will not so facilitate business. There is now a good and friendly connection with S't Louis, the distance by which is but 10 miles longer than by this line, if completed.

The importance of this road as a feeder to those forming a connection with the South, is manifest by the favorable rates that have been given to invite business in that direction. The connection with S't Louis is effected in every practical sense, but the change of channels of business is difficult and slow. Chicago is the great trading market for the country through which the road passes; business relations and customs are established, and to create a change inducements are necessary.

At present S't Louis does not compete with Chicago for Iowa business.

Some 20 miles of this road, south of a point giving a good connection with S't Louis, and the most difficult and costly to build, having one bridge which, including approaches, is 3,128 feet long, is not profitable for independent use, nor, considering the outlay, is it likely to add anything to the net income of the whole road for years to come.

If misled as to the condition and probable future of the road, it it was because reliance was placed on statements that were thought worthy of adoption; as a disclosure was gradually made, the future became less promising, but, the work of resuscitation having been undertaken, however discouraging might become the prospect, the longer the property could be kept from strife and exhausting litigation the more it would become capable of satisfying the claims upon it.

The most persistent efforts have been made, not only to maintain but to improve the condition of and establish a business upon the road, and, to this end, the most anxious consideration has been devoted, and no exertion has been omitted which would promote its true interests.

Disputes as to the right of ownership and possession are likely to end in a compromise, after more has been lost than years of harmony can restore. Seeing the consequences to which it stood liable, the property has been protected until it was apprehended that the motives which governed this conduct might be misunderstood.

Under date of June 2nd, 1874, several persons claiming to be first and second mortgage bondholders, filed a petition before the U. S. court in Iowa, representing for its object a foreclosure of the mortgages and direct possession and control of the road by the bondholders.

Each act of the present managers has been with a view to the preservation of every interest, and that of the bondholders has not been second to any. There is no disposition to control and operate the road contrary to the wishes of the bondholders; and, viewing the petition that has been put before the court—notice of which was served upon the company—as notice from bondholders of their desire for a change of management, it will be received and adopted in the same spirit which has actuated all previous steps in their management, and with a sincere desire to promote whatever interest may come properly into charge of the road, and assist in preparing or carrying out any new plan that may be devised for bringing the road under a new organization.

As a step necessary to the change, a form is annexed, which should be filled up and forwarded with the bonds and scrip (in case the coupons have been exchanged for scrip) to the Farmers' Loan and Trust Company, New York, who are the trustee for the bondholders, and will proceed according to law whenever a majority of bondholders in amount shall have made application in accordance with the form provided. 3033

The process for foreclosure and possession of the road by the bondholders will be slow, even without opposition—and opposition is not less likely in this case than in the case of other roads where a foreclosure has been undertaken. It is therefore desirable that the application for foreclosure and the bonds and scrip should be placed in the hands of the trustee at once; the longer such action is postponed the longer will it be before the trustees will proceed for a foreclosure, and the greater will be the length of time before a foreclosure is accomplished.

For the purpose of coming to a conclusion as to the management of the road for the immediate future, as well as to consider all matters connected with the road in which the bondholders may be interested, the first and second mortgage bondholders are invited to meet the directors at the office of the company, 20 Broad street, New York, on Thursday, the 30th day of July inst., at 3 p. m., and all are urgently requested to be present in person or by proxy, and, to avoid confusion or question as to the claim to represent any number of bonds, for convenience, it is desired that the numbers on the bonds which are to be represented and the denomination should be put into the proxy, or brought by the person owning them.

By order of the directors.

ISAAC M. CATE,
President.

To the Farmers' Loan and Trust Company, New York, trustee for the Central Railroad Company of Iowa:

I, , of , respectfully state to you as trustee aforesaid, that I am the owner of of the mortgage bonds of the Central Railroad Company of Iowa, of $ each, numbered , secured by mortgage by said railroad company of all its property to you as trustee for the payment of said bonds, which I surrender into your hands, with the scrip that was issued, and hereby request that you take such proceedings in the United States court as the mortgage provides in case of breach of the conditions thereof, the said railroad company having defaulted on the interest due on said bonds since the 15th day of , 1873. I hereby agreeing to bear my pro rata proportion of all properly chargeable expense attendant thereon, and pledge my bonds for that purpose.

I , of , the owner of of the mortgage bonds of the Central Railroad Company of Iowa, do hereby constitute M'r my proxy to act for me at a meeting of said bondholders, to be holden at the office of the company at 20 Broad street, New York, on the 30th day of July, 1874, at any other meetings of said bondholders, until this proxy is revoked.

3034 STATE OF IOWA,
Marshall County, ss:

I, D. N. Pickering, being duly sworn, on oath say I am informed by the president, I. M. Cate, and from other reliable sources, that the following printed resolutions below was passed in New York at a meeting of the bondholders, posted in a printed slip and attached thereto, is correct and true, and all the statements therein are true, and said printed slip is a true statement of what actually took place. The same being pasted on the margin opposite and made part hereof as an exhibit, and I believe an affidavit is now on the way from New York, verifying positively the same.

(Signed) D. N. PICKERING.

Subscribed and sworn to before me and in my presence by D. N. Pickering, this 7th day of August, A. D. 1874.

Witness my hand and seal.

[SEAL.] L. H. KILBOURN,
Notary Public.

THE IOWA CENTRAL.

At a meeting of the first and second mortgage bondholders of the Iowa Central Railroad, held at New York July 30, the following were adopted:

Resolved, That the chairman appoint two committees, of three members each, one from the first mortgage bondholders and the other from the second mortgage bondholders, to confer with the board of directors, and also to take such steps in reference to the foreclosure as they may deem expedient; and to recommend such plans for reorganization as they may think for the interest of the bondholders.

Resolved, That this meeting does not approve of the filing of the bill in the circuit court of the United States, in Iowa, in the name of "Lynde" and others, and in the opinion of the meeting it is inexpedient that proceedings should be further continued in that suit.

Resolved, That the committee be instructed to invite the bondholders to participate in the action of this meeting.

The following are the names of the committees appointed by the chairman:

First-mortgage bondholders:
Richard L. Ashurst, Philadelphia.
Thomas B. Reed, Portland.
Edmund Westmore, New York.

3035 Second-mortgage bondholders:

J. H. B. Latrobe, Baltimore.
George T. Davis, New York.
Peter Storr, New York.

In the circuit court of the United States for the district of Iowa, October term, 1874.

CHARLES ALEXANDER ET ALS.
ag'st
THE CENTRAL RAILROAD COMPANY OF IOWA.

R. G. Ralston, of the city of New York, being duly sworn, states that he is, and has been for more than a year past, president and chief executive officer of the Farmers' Loan and Trust Company, which said company is named as defendant in the bill or petition in the above-entitled cause. And affiant further states that one or more persons called upon him representing themselves to be a committee appointed by and at a meeting of the bondholders of the Central Railroad Company of Iowa, previously held in the city of Boston, and requested that affiant, as president of said Farmers' Loan and Trust Company, should cause steps to be taken by and in the name of said Trust Company, to foreclose the first mortgage of said railroad company. That affiant as president aforesaid, and for and in behalf of said Trust Company, in response to said request to foreclose said mortgage, said to the persons making the request as aforesaid, that as a majority of the holders of each class of said bonds had funded or taken scrip for the overdue coupons on said bonds, in accordance with a proposition made them by the said railroad company, the said Farmers' Loan and Trust Company could not, under the terms and conditions of said mortgages, proceed to foreclose the same as requested. That this view of the legal effect of the funding of said overdue coupons has been acquies'ed in by the said persons making said request to have the mortgages foreclosed. That said affiant and the said Trust Company and the other officers thereof have no interest whatever in said railroad company, nor are they interested in the management or the bonds or securities thereof, and therefore have no reason to decline to trying an action to foreclose said mortgages, but that on the contrary the interest of both the affiant and said Trust Company is that there should be a foreclosure, if such course is for the best interests of the bondholders, regardless of the rights of said railroad company, its stockholders, or the general creditors, as in the event of such foreclosure the said Trust Company would receive certain fees and compensation which it would not otherwise receive. Besides which, affiant states that said Trust Company having been named as trustee for the bondholders, said company has but the single desire, now and at all times heretofore, to execute and perform the trusts in strict accord with the terms and conditions thereof, which said Trust Company and the officers thereof are now ready and willing to do. That the said railroad company failed to pay the scrip coupons due July 1st, 1874, given for overdue coupons, and, as affiant is informed and believes in consequence thereof, the bondholders of said railroad company, the general creditors thereof, and said railroad company, are honestly and faithfully endeavoring to so arrange matters that said Trust Company shall foreclose said mortgages at such time and manner that the rights of all interested will be properly protected.

R. G. RALSTON.

Sworn to before me this 25th day of July, 1874.
[SEAL.]

W. D. SEARLE,
Notary Public.

3036 In the circuit court of the United States for the district of Iowa, October term, 1874.

CHARLES ALEXANDER ET AL.
against
THE CENTRAL RAILROAD COMPANY OF IOWA.

H. C. Fahenstock, of the city of New York, being sworn, states that he is the Fahenstock referred to in the bill, and makes this his affidavit in relation to so much thereof as refers to himself; that he is a director of said company, and, as such, is cognizant of the acts of the management of said road, and that he represents two hundred and sixty thousand dollars of the first-mortgage bonds of said company.

H. C. FAHENSTOCK.

Sworn to before me the 29th day of July, 1874.

[SEAL.] JOSEPH T. BROWN,
Notary Public.

In the circuit court of the United States for the district of Iowa, October term, 1874.

CHARLES ALEXANDER ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA et al.

Isaac Hyde, j'r, of Hempstead, in the State of New York, being sworn, states that he is a director of the Central Railroad Company of Iowa, and, as such director, has attended the meetings of the directors of said company since the annual election of directors in August, 1873, and that he is cognizant of the doings of the board of directors, and that he is not a creditor of said company, aside from being a bondholder, and that he is the owner of nineteen thousand dollars of the first-mortgage bonds of said company.

ISAAC HYDE, J'R.

Sworn to before me this 29th day of July, 1874.

[SEAL.] J. WALLER,
Notary Public, New York.

3037 In the circuit court of the United States.

CHARLES ALEXANDER ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA. } *ss.*

W. H. Seevers upon his oath states that he is, and has been for more than a year last past, a member of the firm of Seevers & Cutts, who are referred to in the bill in the above-entitled action; that affiant is acquainted with Isaac M. Cate, John S. Gilman, and Horace Abbott, and with the line or track of the defendant; that said line or track passes through the county of Poweshеik from north to south, and entirely across the said county; that said Isaac M. Cate, John S. Gilman, and Horace Abbott placed in the hands of said Seevers & Cutts certain claims or demands due them respectively by the Central Railroad Co. of Iowa, for the purpose of procuring judgment thereon at the earliest day possible; that the avowed object and intention in obtaining such judgment on the part of said Cate and others was to prevent if possible thereby a sacrifice of the property of said company on other judgments it was feared would be obtained, and obtain thereby a lien on the property of said company, previous to any other judgments; that said Seevers & Cutts were instructed by said Cate, Gilman, and Abbott not to have execution issued, or to take any steps whatever to enforce the collection of said judgment, or in any manner whatever embarrass the company therewith; that no execution has been issued or any steps whatever taken to enforce the collection of said judgments. And affiant in fact states that said Cate, Gilman, and Abbott have instructed said Seevers & Cutts to release and satisfy said judgments whenever the same had the effect of prejudicing the rights or interests of the bondholders of said company; and this affiant states said Seevers

& Cutts stand ready so to do; that at the time said claims were placed in the hands of Seevers & Cutts they ascertained that judgment could be obtained in the circuit court of Poweshiek County sooner than in any other county, for which reason and none other was suits brought in that county; that said C. R. R. Co. has two stations in said county, one at Seorsboro and the other at Grinnell, in which there are station or ticket agents of said R. R., on whom process has been served; but instead of serving process at the original notice on either of said agents, the same was served on D. N. Pickering, at Grinnell; that in so doing affiant denies that any wrong was done or intended; and affiant denies all fraud or wrong in the obtaining said judgments on the part of Seevers & Cutts as attorneys for said parties, or any such fraud or wrong perpetrated or intended on the part of said Cate and others aforesaid in obtaining said judgments to the knowledge or belief of affiant.

W. H. SEEVERS.

Sworn to by W. H. Seevers before me and subscribed by him in my presence this 29th day of July, 1874.

[SEAL.] M. E. CUTTS,
Notary Public.

3038 STATE OF IOWA,
Marshall County, *ss:*

I, Timothy Brown, being duly sworn, on oath say I have been
3039 retained attorney of the defendant since the organization of the
defendant, and have been actually employed since June 1st, 1872, and acted as the general attorney of defendant during 1872 and 1873, and in fact to the present time; that I was personally acquainted with the legal business of defendant in the year 1872, probably having a better knowledge of it than any man connected with the road; that to my personal knowledge suits were commenced almost daily by parties against the defendant and against employees, in which defendant, this company, was garnisheed generally on account of indebtedness due the hands or employees of the defendant, commenced by parties to whom bills for groceries, board, and merchandise was due from hands, and a very large leakage was caused by this alone, and the business men and people were generally prejudiced against the company, and refused to give any time to the company, and frequently represented the word of the officers could not be relied upon. Many suits were also brought for stock killed and small claims, claiming for double damages. And that one-half of the cases since brought were for injuries that arose during 1861 and 1862, in which large damages were claimed for negligence.

I further say that in the winter of 1873, when D. N. Pickering commenced acting as general superintendent, the employees were very much behind on the pay-rolls; that the hands in the machine-shops at Eldora, where the defendant's principal shops were located, struck in a body, and the employees were generally discontented; that I, myself, aided defendant to raise $1,200 to pay hands, so the work could go on; that since the spring of 1873 very few, if any, suits or proceedings by garnishment had been commenced against the company, and I have heard no complaint by hands; that I rode over the road with the pay-car and know that there was due some day laborers, who were receiving only $1.50 per day, as much as $200.00, and in some instances more, for wages earned before January 1st, 1873, and some exceeding $400.00 was due employees of a higher grade, engineers and hands in the machine-shops, for their personal services, and they were only paid up to January 1st,

1873. That since that time the confidence of the business men along the line has been restored to a great degree, and they have generally expressed themselves satisfied. I believe that claims along the line of the road were generally paid. There has been far less litigation since 1873 than formerly, and over one-half of what has occurred has been for causes of action arising prior to that time. That I felt, and so expressed myself in the early part of 1873, that the property of defendant was in immediate danger from riot by employees and parties who desired their pay, most of the indebtedness arising from claims due and claims assigned by employees against the company. That from a very intimate knowledge I have of the affairs of the defendant prior to 1873 and since that time, I believe the business of the road has been much better conducted since January 1st, 1873, than previous, and that a very careful policy has been preserved by the present superintendent, and a very honorable one. I further say I believe the employees are now generally satisfied, and no danger is or can be anticipated by the strikes of employees on account of their pay, or from any parties. I further say few accidents have occurred since January, 1873, and but few claims have been presented to the courts for damages, and I further say not.

TIMOTHY BROWN.

Subscribed and sworn to by T. Brown before me in my presence this 30th day of July, A. D. 1874. Witness my hand and seal.

[SEAL.] R. E. SEARS,
Notary Public, Marshall County.

3040 In the circuit court of the United States for the northern district of Iowa, October term, 1874.

CHARLES ALEXANDER ET AL.
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Horace Abbott and John S. Gilman, being sworn, state that they have carefully read the affidavit of Isaac M. Cate herein, and state that the same is true and correct to our best knowledge and belief. And so far as any statement made therein, which affects the personal rights of affiants under their judgments against said railroad co., affiants now and herein adopt and will abide by the same. That affiant, Horace Abbott, is the owner of one thousand first-mortgage and eighty-four thousand second-mortgage bonds of said company, and affiant John S. Gilman is the owner of twenty thousand of said second-mortgage bonds.

HORACE ABBOTT.
JOHN S. GILMAN.

Sworn and subscribed before me this 29th day of July, 1874.

[SEAL.] G. E. SANGSTON,
Notary Public.

Affidavit.

3041 In the circuit court of the United States. October term, 1874.

A. N. LYNDE, CHA'S ALEXANDER,
v.
THE CENTRAL RAILROAD OF IOWA.

I, Charles C. Gilman, being duly sworn, depose and say I am, and for three years last past have been, chief engineer of the defendant, and am the same C. C. Gilman whose affidavit has been heretofore taken in behalf of the above plaintiffs.

In explanation of the matter therein deposed to, affiant says that his experience and knowledge as to the size, weight, and construction of locomotive engines upon Western roads is limited to the experience had upon the road of defendant, and upon said road he first commenced his labors and duties as an engineer in 1868 at the age of 20, and has remained thereon continually since. I have observed the engines upon the Central Railroad, and can say from personal observation that they have in use upon that line of railroad one or more of heavy engines. The material used by affiant in repairing and retieing the bridges is of a less perishable material than that originally used in construction. In my opinion, the bridges of this line should be able to bear the use of the ten-wheel 38-ton engines, and if properly built, so far as the material is concerned in the beginning, there would have been no occasion for any repairs or changes in order for safe use of said heavy engines. In regard to the number of employees in my department, there has been at no time since the first of March, 1873, more than have been absolutely
3042 lutely necessary for the carrying of the department. The condition of the permanent way and the track is improved in comparison with its condition two years ago.

CHARLES C. GILMAN.

STATE OF IOWA,
Marshall County:

Be it remembered that on this 3d of September, 1874, before me, a notary public, in and for said county, came Cha's C. Gilman, and personally subscribed and made oath to the foregoing affidavit. In testimony whereof I have hereunto set my hand and seal, the day and date last above written.

[SEAL.]

H. B. J. BOARDMAN,
Notary Public.

STATE OF IOWA,
Marshall Co.:

I, H. E. Cornwall, and I, T. J. Fletcher, being sworn, on oath say the said Cornwall is bookkeeper in the auditor's office, and has been for more than one year last past, and the said T. J. Fletcher is the auditor of the Central Railroad Company of Iowa, and has been since the first day of May, A. D. 1873, and each of said affiants have had many years experience as accountants, and have a practical knowledge of the business. I further say the books of account of the C. R. R. of I., since I have been in the employ of said company, have been regularly kept and regularly balanced each month. I further say that from an examination of the books, said books have been regularly kept since January, 1873. That since I have been employed the books in the auditor's office have been compared with the cashier's account and found to be correct; that monthly statements of the account, with a carefully prepared statement, has been made each month and five copies made out; one forwarded to A. L. Hatch, treasurer in New York City; one to Isaac M. Cate, president, Boston; one to C. E. Fuller & Co., Boston; one to Horace Abbott, Baltimore, and one to Geo. Bliss, New York City, till January 1st, 1874, and since that time to G. E. Taintor, New York City (except since January 1, 1874, no report was sent to C. E. Fuller & Co.), said reports being monthly statements of earnings and operating expenses of said company.

I further say the road is now in good repair and better than it ever has been before. So also the machinery and rolling-stock; that it has been carefully and systematically operated, and all accounts have been carefully kept and carefully compared with each separate department.

It is untrue said company's books since January 1, 1873, cannot be balanced, but do readily balance, and the schedule or statements of account attached to D. N. Pickering's deposition are correct statements from the books in the auditor's office, and were duly made by and under direction of each affiant.

That to our knowledge no acceptances have been purchased by the general officers of defendant from hands or employees or any parties given them by said company. That the exhibit marked A, attached to D. N. Pickering's affidavit, shows all money paid out since January 1st, 1873, and up to July 1st, 1874, on what is known as the floating debt, contracted prior to January 1st, 1873, and shows to whom it was paid, and is a correct statement from the books of said company; and I further say that great prudence and caution has been observed in the management of said road since my connection with the same, so far as I have been able to judge of the same, and the general superintendent has been personally attentive to his business, and particularly as to paying out of money.

I believe that the employees are generally reasonably satisfied, and there is no danger of a loss of the defendant's property on account 3043 of the hands seizing the same, or on account of suits such employees may commence, and such suits are not imminent or anticipated. And I further say not.

H. E. CORNWELL.
T. J. FLETCHER.

Subscribed and sworn to before me and in my presence, by H. E. Cornwell and T. J. Fletcher, this August 3d, 1874, as witness my hand and seal notarial.

[SEAL.]

R. E. SEARS,
Notary Public.

STATE OF IOWA,
Marshall County:

I, F. F. Bates, being duly sworn, on oath say, I am the cashier of defendant, at Marshalltown, Iowa, and have been in the defendant's employ, the C. R. R. Co. of Iowa, for twenty-two months, as cashier. I say that, during that time, the cash-book of the defendant has been carefully and correctly kept and balanced each month, and checked by the auditor's book and verified by him, and I further say all cash received, and all cash paid out, and the purpose for which it was paid out and the account on which it was received, and for what it was received, is correctly stated on said books.

I further say, I have been actually engaged as cashier for an express company and a railroad company for nine years and am thoroughly acquainted with such business. I further say, no acceptances issued by the (the C. R. R. of Iowa) to its employees or others have ever been purchased or discounted by me or by M'r Pickering, superintendent, or by any of the general officers of the road to my knowledge, nor have they ever been discounted with defendant's funds, and all money of defendant received at its general offices at Marshalltown, Iowa, has passed through my hands. I further say, all moneys received by defendant since January 1, 1873, and all moneys paid out are accurately stated in Exhibit A. B. C. attached to the deposition of D. N. Pickering, general superintendent. I further say I am acquainted with the condition of the road owned by this company, and it never was in better repair and order than it now is, and its business, so farsa the same comes under my notice, is regularly conducted, and every reasonable effort made for its operation in a careful manner. I further say, the present superintendent is a careful, prudent, and cautious man, and attentive to his business, and rigidly economical. I further say, I believe there is no danger of a strike by the hands, or danger to the property of the defendant on that account; and I further say, I know generally the feeling of the men employed by this company, and they are generally satisfied, and a general good feeling prevails toward the superintendent, and they generally have great confidence in him.

F. F. BATES.

Subscribed and sworn to before me and in my presence, by F. F. Bates, this 1st day of August, A. D. 1874. Witness my hand and seal notarial.

[SEAL.]

T. BROWN,
Notary Public.

STATE OF IOWA,
Marshall County:

I, C. C. Gilman, being duly sworn, on my oath do say, I am and have for three and a half years last past been chief engineer of the Central Railroad of Iowa, and am personally acquainted with its condition, and I say the said Central Railroad of Iowa is not in bad repair at this time, but the same is in good repair, and in much better repair than it was on the first day of January, A. D. 1873; that since that time a large amount of money has necessarily been spent in repairing the same.

That to my personal knowledge more than ninety-two thousand
3044 ties have been purchased for the use of said road, and placed in
the same of the actual cost of more than forty-nine thousand dollars.
The ties are of a fair quality, to wit, white and burr oak, and red elm ties; that since that time not less than seven thousand nine hundred dollars has been spent in erecting water-tanks and in the necessary repairs connected with the operation of said road. Also eighty-three thousand dollars has been spent in leveling up and repairing the track in addition to the cost of ties placed in the track; also spent in repairing and erecting bridges and culverts, fifteen thousand five hundred dollars. New crossings, cattle-guards, fences, stock-yards, and repairs of same, $7,000; new buildings and repairs, $7,000; constructing new side track, $2,240. I say that the road is now in good repair for operating purposes, and is in good condition. That the said road could not have been safely run without said repairs, nor would the same have been safe, and the same repairs were a strict necessity. Twenty thousand ties are needed for repairs this fall. And further I say not.

CHA'S C. GILMAN.

Subscribed and sworn to by Cha's C. Gilman, this 3d day of August, 1874, in my presence and before me, said affidavit being prepared and written by him. Witness my hand and seal.

[SEAL.]

T. BROWN,
Notary Public.

3045 STATE OF IOWA,
Marshall Co., ss:

F. B. Woodruff, T. L. Seevers, Rob't K. Hooper, Isaac Force, Thomas Clegg, W. H. Munson, J. W. Dunbar, A. J. McGlone, A. S't John, M. A. Clark, Ed. Wolcott, H. P. Vedder, C. Terwilleger, W'm Pierce, Geo. Smith, J. C. Quim, M. Fred. Kopt, Dan. McKnight, jr., J. H. Davis, W'm H. Caton, W. S. Cole, Tho's Gregory, H. E. Cornwell, F. F. Bates, Geo. A. Pruden, Fred. J. Melvein, Cha's A. Sawtell, W. R. Coppoer, O. A. Jones, W. Gotham, T. H. Simmons, C. A. Jewett, C. H. Orr, R. S. McMurray, J. F. Chase, D. M. Cliff, J. D. Kavanagh, T. J. Fletcher, R. B. Voorhees, Seth Zug, M. C. Healion, M. A. Pother, employees of the Central R. R. Co. of Iowa, whose position and occupation is isgned opposite our own names, on oath say that we have confidence in the present management of the C. R. R. of I., and D. N. Pickering, superintendent; that to our knowledge he has purchased no order, acceptance, or other indebtedness or claim of any employee of the C. R. R. Co. of I. at a discount or at a speculation; that he has been attentive and diligent in his business and employment; that the said railroad is in good repairs and in good condition; that we have confidence in his ability and management, and we believe that there is no danger of suits being brought by the hands, or a sacrifice of the property of the said co.; that said Pickering has paid the acceptances due employees as they became due, and we feel confidence in him, and believe he is acting as best he can for our interests, as well as for the interests of the company; that far less accidents have occurred since he was superintendent than before his appointment to that position, and the road is in better repair, and, in our judgment, better conducted.

Names.	Occupation.
T. B. Woodruff,	Master Mechanic.
J. L. Seevers,	M. C. Repairs.
Rob't K. Hooper,	Foreman Round House.
Isaac Force,	Engineer.
Thomas Clegg,	do.
W. H. Munson,	do.
J. W. Dunbar,	do.
A. J. McGlone,	do.
A. S't John,	Stock Agent.
W. A. Clark,	Telegraph.
Ed. Wolcott,	Engineer.
H. P. Vedder,	do
C. Terwilliger,	Car Repairer.
W'm Pierce,	Carpenter.
George Smith,	do
J. W. Quim,	Painter.
M. Fred. Kopt,	Carpenter.
Dan McKnight, j'r,	Clerk Dep't.
J. H. Davis,	Engineer.
W. H. Caton,	do
W. S. Cole,	Conductor.
Thad. Gregory,	do
H. E. Cornwell,	Book Keeper.
F. F. Bates,	Cashier.
3046 Geo. A. Pruden,	Pay Roll Clerk.
F. J. Melvein,	do
Chas. A. Sawtelle,	Telg. Operator.
W. R. Coppock,	Supply Agent.

O. A. Jones,	Train Despatcher.
W. A. Gotham,	Clerk G. T. Office.
T. H. Simmons,	“ “
Chas. A. Jewett,	General Freight Agent.
Chas. H. Orr,	C. Clerk “ “
R. S. McMurray,	Clerk “ “
J. F. Chase,	Agent Marshalltown.
D. M. Cliff,	Clerk, G. T. Office.
J. D. Kavanaugh,	Cl'k Auditor's Office.
T. J. Fletcher,	Auditor.
R. D. Voorhies,	Conductor.
Seth Zug,	Cl'k Marshall Station.
M. C. Healion,	do
M. A. Pother,	Conductor.

Subscribed and sworn to before me and in my presence by the parties and each of them whose names are hereto subscribed this 7th day of August, A. D. 1874.

[SEAL.]

O. S. BINFORD,
Notary Public, Marshall Co., Iowa.

STATE OF IOWA,
Marshall County, ss:

I, D. C. Snow, on oath say I was at the time that the round-house of the Central Railroad of Iowa was burned, Dec. 29th, 1873, attending the supply-room during the day-time; that I left said round-house upon the night of the fire a few moments after six o'clock, and that at that time everything was done and in good order, to affiant's best knowledge and belief.

Affiant states that under the strict orders for the safety of the oil-room, he has turned a good many men from its door who were smoking, so that there should be no danger of fire. All the facts stated in affidavit of McManis and Coppock in regard to the care exercised in and around the round-house are true to affiant's best knowledge and belief. The room at the east end was used for a blacksmith-shop and heater-room.

D. C. SNOW.

Subscribed and sworn to before me this 7th day of August, A. D. 1874.

[SEAL.]

L. S. KILBORN,
Notary Public for Marshall Co., Iowa.

STATE OF IOWA,
Marshall County, ss:

I, Jared Rockwell, being sworn, on my oath say I am an employée of the Central Railroad Company of Iowa, and was, and had been before the fire, a hostler or manager of the switch-engine Dec. 29th, 1873, and discovered the fire about seven o'clock in the evening. I was at work near the round-house, and refer by the fire to the burning of the round-house in Marshalltown. I had been nearly a year employed on the yard near and about in the round-house. The oil-room was under care of McManis and Hooper, Hooper being the foreman; orders were positively given forbidding any one entering with torches or lights at night. The room was locked at the time of the fire and was carefully kept. Supplies for the night use were drawn and placed outside, in a cupboard. The fire was, in my judgment, accidental. The pump and engine-house were in order on the day of the fire, and had been in use. And further I say not.

JARED ROCKWELL.

Subscribed and sworn to before me and in my presence by Jared Rockwell this August 6th, 1874, as witness my hand and seal notarial.

[SEAL.] R. E. SEARS,
Notary Public.

3047 STATE OF IOWA,
Marshall County :

I, R. A. Bellinger, being duly sworn, on oath say, I am the same R. A. Bellinger who made the affidavit for plaintiff July 24th, 1874, purporting to be sworn to before H. P. Williams, J. P. I further say said affidavit was procured by John W. Gilman, who met me and asked me if I had ever taken any acceptances for my wages. I told him I had. He then asked me if I had got them discounted. I told him I had got them discounted all over town where I could get it done. He then asked if M'r Bates ever discounted them for me. I told him I once got an acceptance, and as I was going away, I asked M'r Bates to get it discounted for me if he could, and he done so in this instance. I think he done so twice. He got one acceptance discounted at two per cent. per month for the three months' acceptance; at the other time one and one-half per cent. discount per month; he got it done at my request. Once I asked M'r Pickering to aid me to get the cash on an acceptance, and he stepped into the bank of W. H. Hager & Son and indorsed the acceptance, and I was charged at the rate of one per cent. interest per month for the time it had to run. I say the above is the truth, anything in my former affidavit to the contrary notwithstanding, and I have in the last eighteen months frequently been paid cash for my wages. That at no time has any of the railroad officers in the general office, and M'r Pickering, or his employees, purchased my acceptances to my knowledge, or any acceptances; that I did not understand my former affidavit, and was deceived as to its contents, and signed the same by mistake, and anything therein different is false. I further say I am locomotive engineer, and have been running an engine over the C. R. R. of Iowa for near three years last past, and I never saw the road in as good repair as it now is since I have been running over the same, and I, as one of the hands employed on said road, am satisfied with the way the road is managed and the manner I have been paid.

R. A. BALLINGER.

Subscribed and sworn to before me, in my presence, by R. A. Bellinger this July 31, 1874, as witness my hand and seal notarial.

[SEAL.] R. E. SEARS,
Notary Public.

STATE OF IOWA,
Marshall County, ss:

I, Robert McMains and H. R. Coppock, being duly sworn, on oath say, the said Coppock is supply agent at the round-house of the Central Railroad Company of Iowa, Marshalltown, Iowa, and said McMains is boss engine-wiper at the round-house, said place, each having served in their respective capacities for more than one year last past. Affiants state that we were present when the round-house was burned December 29, 1873, and to the best of our knowledge and belief said fire originated in the oil-room at the west end of the house, and there was no other room suitable for the purpose of an oil-room, save that room. Affiants say, that the room at the east end was used as a blacksmith shop and heater-room, and was adapted to that purpose, and the boiler was not in said room for the purpose of a heater-room when the building was erected. Affiants further say we know not the origin of said fire, but that everything was carried on in and about said round-house in a careful and systematic manner. M'r Snow, a careful man, was in there a short time before the fire, also each of affiants. No lights were ever allowed in there except one with a globe that is entirely safe. No man was allowed to enter with a pipe or segar lit, and all materials for night sup- 3048 ply were set by ten minutes past six, and the room was kept locked and none allowed to enter, except to the supply agent, Coppock, affiant herein. A watchman was kept in the building. The alarm of fire was given about 6½ p. m. The engine and hose was in good order, and the nozzle to said hose was not lost at the time of the discovery of said fire. The hose was torn from the discharge-pipe in the hurry of the moment, and although efforts were made to remedy said disaster, it could not be done. Every effort was made by the officers and employees of the company to suppress the fire, and by the greatest exertion eight or nine engines were drawn from the house by hand, otherwise the loss would have been much greater. And affiants further say not.

H. R. COPPOCK.
ROB'T McMAINS.

Subscribed and sworn to before me and in my presence this seventh day of August, A. D. 1874. Witness my hand and seal notarial.

[SEAL.] L. S. KILBORN,
Notary Public for Marshall Co., Iowa.

3049 STATE OF IOWA,
Marshall County, ss:

I, Robert K. Hooper, being duly sworn, on oath do say I am foreman of the round-house and am engine-dispatcher of the Central R. R. Company of Iowa at Marshalltown, Iowa, and have been for the last two years and over, and since that time I have had charge of the round-house at Marshalltown, and had such charge when the round-house at Marshalltown, Iowa, was burned, December 29, 1873, and was present at the fire.

I further say that the fire occurred in the oil-room at the west end of the house, and there was no other room suitable for the purpose of an oil-room save said room used for that purpose in the west end of the building and partitioned off for that purpose. The room at the east end was used for a blacksmith's shop and heater-room, and was adapted to that purpose, and the boiler was put in said room for the purpose of a heater-room when the building was erected. I further say I know not the origin of the fire, and I was in the room the day of the fire between 2 and 3 o'clock, and M'r Snow, a faithful man, was in there about one hour before the fire. No lights were ever allowed in there except one with a globe that is entirely safe. No man was allowed to enter with a pipe or cigar lit, and all material for night supplies was set out before dark, and the room was kept locked and none allowed to enter except to the supply-agent, M'r Coppock. I know him to be a careful man, and watch was kept in the building. The alarm of fire was given between 6 and 7 o'clock, I think about 6 o'clock and 30 minutes. I was at supper. The engine and hose for throwing water was not lost at the time of the discovery of the fire. The employees found nozzle, in their haste to get the engine at work, torn off the hose from the discharge-pipe; that disabled the engine, and prevented the fire being suppressed.

I am sure every man was strictly forbidden going to the oil-room, at any time, except with a globe lamp, made safe, and I further say not.

ROBERT K. HOOPER.

Sworn to and subscribed in my presence by Robert K. Hooper, this 6th day of August, A. D. 1874, as witness my hand and seal notorial at my office.

HENRY C. HENDERSON,
Notary Public, Marshall Co., Iowa.

3050 Afterwards, to wit, on the 15th day of October, 1875, said special master filed in said clerk's office his supplemental report in said cause, a true copy of which is as follows, to wit:

3051 *Supplemental report of L. M. Fisher, special master.*

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
and others.

The undersigned, special master in said cause, by way of supplemental
report in the same, and at the request of the counsel for plaintiff this
day made, finds that on the 30th day of April, 1875, the said Farmers'
Loan & Trust Company, trustee, and the plaintiff in this suit, had
3052 received on deposit for the purposes of foreclosure first-mortgage
bonds of the Central Railroad Company of Iowa, to the amount of five hundred and ten thousand dollars, and second-mortgage bonds of said company to the amount of ninety-seven thousand dollars; that neither the numbers of the bonds deposited as aforesaid nor the names and number of the holders of the same appear from the evidence submitted.

I further find that the said deposit of bonds was accompanied in the case of each holder by a power of attorney for the said Farmers' Loan & Trust Company to proceed with the foreclosure of the said two mortgages upon the Central Railroad of Iowa, a copy of which is hereto attached.

I further find that of the bonds deposited with said Farmers' Loan &
Trust Company up to June, 1875, the holders of $447,500 *dollars* in
amount of those maid' under the first mortgage, and of $58,000
3052½ in amount maid' under second mortgage, have since said deposit
approved of the Iowa Central Railway Company, as appears from
a list hereto attached.

I also find that since making my report already filed nineteen holders of first-mortgage bonds, representing thirty-eight thousand five hundred dollars in amount of said bonds, and one holder of two thousand dollars in amount of second-mortgage bonds, have expressed an approval of the Central Iowa Railway Company; that up to this time six hundred and ninety-nine holders of 1st-mortgage bonds, representing 2,411,000$ of said bonds, have approved said plan; that 102 holders of second-mortgage bonds, representing 718,000$ of said bonds, have also approved said plan.

Respectfully submitted.

(S'g'd) L. M. FISHER,
Special Master.

3053 (Endorsed:) In the circuit court of U. S. for the district of Iowa. The Farmers' Loan and Trust Company vs. The Central R. R. Company of Iowa and others. Supplemental report of master.

3054 EXHIBIT A.

Bondholders' petition.

(Form No. 4.)

To the Farmers' Loan & Trust Company, 26 Exchange Place, New York City, trustees of the Central Railroad Co. of Iowa:

GENTLEMEN: I, , of , State of , am the holder of first-mortgage bonds of the Central Railroad Co. of Iowa, , denomination , and numbered , and of second mortgage bonds, denomination , and numbered .

I have received the printed report of H. J. Boardman, Cha's Alexander, and A. V. Lynde, of Boston, members of the bondholders' committee, dated December 26th, 1874, with your circular.

3055 I hereby avail myself of the protective stipulation in the mortgage of said company, securing the bonds held by me, and, in accordance therewith, desire you, in the execution of your trust, to purchase said property and deliver to me, or to my order, the S't Louis, Iowa and Minnesota Railroad Co.'s securities to which I may be entitled by virtue of my ownership of the bonds aforementioned, providing a majority of the holders of the bonds should request like action, and the property and franchises of the Central Railroad Company of Iowa thereby pass into the hands of said company.

Under the above conditions, I hereby constitute and appoint the Farmers' Loan and Trust Company of New York City my true and lawful agent, attorney, proxy, for me and in my name, stead, and behalf to do and perform any and all acts necessary in the premises.

(Signed)

3056 Witness:

(Spaces are to be consecutively filled with name, residence, total number of bonds held, description of bonds (1st or 2d), denomination (500 or 1,000), numbers of each, date, witness.)

3057 FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL R. R. OF IOWA ET ALS. } In matters of approvals of C. I. R. R. Co.

Affidavit of I. M. Cate.

I, I. M. Cate, on oath, say I am the president of defendant & the same person heretofore deposing concerning the approvals of bondholders.

I further say that subsequent to the delivery to the master of the amount of approvals of the Central Iowa Railway Co.' plan as found by him, still other approvals of same plan have come to hand and are herewith now produced & delivered, to wit, $38,500.00 in amount of persons holding first-mortgage bonds, & $2,000.00 in amount of those holding second-mortgage bonds.

3058 I further say that the annexed exhibit attached contains a list of those persons depositing their bonds with the plaintiff (being the same referred to, with yet others since deposited), as recited on page 7 of report of master, as in their desires, not conflicting with either plan, viz, $633,500.00 of firsts & $103,000.00 of seconds.

The exhibit annexed was received from the plaintiff in June, 1875, & was represented by plaintiff to be a true list of said bondholders, and affiant believes such representation to be true. Affiant deposes that, after careful comparison, it is found that of those bondholders so depositing their bonds very many subsequently have in writing forwarded their approvals of the Central Iowa Railway Co., & thus have changed their requests; that the number of said list holding first-mortgage bonds amount to $447,500.00, & are checked red in exhibit, & the number
3059 of said list holding second-mortgage bonds amount to $58,000.00, and are also checked in same manner.

& further saith not.

(S'g'd) ISAAC M. CATE.

Subscribed in my presence and sworn to before me this 15th day of October, 1875, by I. M. Cate. See my hand.

(S'g'd) GEO. B. CORKHILL,
Clerk.

Sworn to before me this 15th day of October, 1875, by the said I. M. Cate.

(S'g'd) L. M. FISHER,
Special Master.

3060 *The list of first-mortgage bonds dep't. Central Railroad Co. of Iowa.*

Bostwick, W'm, New Melford, Conn	1,000
Hoffmeister, Adolph, New London, "	2,000
Bean, Cyrus, Farmingham, Mass	4,000
James, Zephaniah, San Francisco, Cal	500
Kidder, J. S. V., Medford, Mass	1,000
Brewster, Jno. M., Pittsfield, "	500
Green, Dasconn, Troy, N. Y	1,000
Schultz, S. S., Danville, P'a	2,000
Cromwell, Jno., Moodwa, N. Y	5,000
Doty, Abram, Schenectady, "	36,000
Hain, W'm R., Red Hook "	3.000
Willits, James, Glen Cove, L. I	2,000
Veeder, And'w T., sold, Schenectady, N. Y	1,000
Schermerhon, E. N., " "	1,000
Barringer, Theo. R., " "	3,500
Wright, Willard A., Natick, Mass	500
Faxon, Lucius, Abingdon, "	500
Van Siden, Peter, Jamaica, L. I	2,000
Wrigh, Geo. W., Chester, Mass	500
Meruin, Henry N., Garrettsville, Ohio	2,500
Dana, Red'd J. Jay, Hinsdale, Mass	1,000
Barrett, Cap. Tho's N., West Haven, Conn	12,000
Fuller, Catharine P., " " "	500
Hicks, M'r's Marg't R., Troy, N. Y	10,000
3061 Stow, M'r's Frances A., Troy, N. Y	5,000
Kellogg, Giles B., ex., " "	5,000
Terrel, W'm, Washington, D. C	3,000
Chamberlain, David, Boston, Mass	4,000
Hammond, W'm, Marblehead, "	2,000
Forward	$112,000

2.

	Am't bro't forward	$112,000
	Nickerson, W'm J., Medford, Mass	4,000
	McKeen, Red'd Silas, Bradford, V't	1,500
	Canning, E. W. B., Naval Office, N. Y	5,000
	Bills, Davis, Mendon, Mass	2,000
	Potter, J. P., Westerly, R. I., ℅ Phœnix B'k	8,000
	Stowe, Martha M., Milford, Conn	500
	Baird, Jno. D., New Haven, “	500
	Davis, W'm H., Norristown, P'a	1,000
	Eames, Milo R., Buffalo, N. Y	1,000
	Knight, W. H., Neposet, Mass	2,000
	Kibbee, Henry A., Hartford, Conn	1,000
	Davenport, Edwin, 155 W'st 11th st., N. Y	2,500
	Merriam, Albert, Glover, V't	4,000
	Krauss, Phillip, Hartford, Conn	500
	Elmendorf, Tho., Red Hook, N. Y	2,000
	Hill, Angelina E., Unionville, Conn	2,500
	Brown, Warren, Washington, D. C	1,000
	Frost, C. B., Boston, Mass	500
	Chaffee, Geo. A., “ “	3,000
	Wentworth, Jos., Concord, N. H	11,000
3062	Whiting, Theopolis W., Boston, Mass., or Halbrook, “	1,000
	Whitney, Salmon, Boston, “	500
	Blanchard, Walter S., Concord, N. H	1,500
	Palmer, Peter A., Lansingburg, N. Y	4,000
	Bacon, A. E., 192 23d st., Brooklyn	500
	Wainwright, M'r's Frances M., Hartford, Conn	1,000
	Potter, W'm J. G., ju., New Bedford, Mass	1,000
	Supple, Jos., Norristown, P'a	1,000
	Salmon, Tho's, Woodburn, Mass	1,000
	Paul, James C., Charleston, “	1,000
	Forward	$178,000
	Am't bro't forward	$178,000
	Loring, Cha's, Quincy, Mass	2,000
	Kingsbury, Geo. S., Cambridgeport, “	2,000
	Perkins, W. O., Boston, “	1,000
	White, D. S., “ “	1,000
	Evans, Dan'l, Attleborough, “	2,000
	Elliott, M. P., Boston, “	1,000
	Dana, S. W., “ “	10,000
	Southworth, Palmer, Wethersfield, Conn	500
	Noble, J. H., Johnsonville, N. Y	1,000
	Defries, Thaddeus C., Nantucket, Mass	500
	Russell, W'm H., Medford, “	5,000
	Atwood, Cha's R., Taunton, “	1,000
	Greenwood, Cha's H., Dorchester “	500
3063	Cook, Rob't D., New Salem	4,000
	Clute, Abram O., Schenectady, N. Y	3,000
	Spring, J. D., Medina	3,000
	Waterman & Beaver, Philadelphia, Pa	2,500
	Sisler, Henrietta, Norristown, “	1,500
	Beardsley, N., Auburn, Y. Y	10,000

Van Etten, Anthony, Auburn, N. Y.	1,000
Packard, Jno. H., W'st Bridgewater, Mass	500
Kingman, Rufus T., Brocton, "	1,500
King, S. P. C., Peabody, "	3,000
Simonds, Geo. H., Boston, "	5,000
Leonard, Eliz'th C., Needham, "	1,500
Martin, Caroline M	
Eliz'th A. Martin, Dover, N. H	1,500
Loomis, Cha's, Enfield, Conn	1,000
Keith, Nathan, Campbell, Mass	2,000
Bacon, Amasa D., Sharon	1,000
Forward	$247,500
Am't bro't forward	$247,500
Hitchcock, Sam'l D., Sharon, Mass	500
Hidden, E. N., East Medway, "	2,000
Weatherbee, C. W., Middletown, "	500
Palmer, George, Nantucket, "	500
Lewis, Theod. C., New London, Conn	2,000
Hall, Sam'l, Exeter, N. H	500
Ames, W'm, Dedham, Mass	2,000
3064 Carpenter, J. T., Foxboro, Mass	1,500
Taylor, Julia, Geneseo, N. Y	2,500
Arnold, Henry L., " "	1,500
Spencer, Eliz'th K., York, "	1,000
Orton, Ja's S., Geneseo, "	3,000
Vance, Jeanette, Groveland, "	500
" Sam'l, " "	1,000
Olmstead, Theo'l' F., Geneseo, "	3,500
Rogers, J. D., LeRoy, "	1,000
Beebe, Ja's E., Moscow, "	3,000
Blakeslee, Lucy, Grigsville, "	1,000
" Senator, "	9,500
Van Eaton, Jno., York, "	500
Dodge, Lucy B., Moscow, "	1,500
" Theod., " "	3,500
Aitken, Th'd., North Sparta, "	3,000
Whiting, W'm H., Geneseo, "	1,000
Mills, W'm A. Groveland, "	1,000
Whiting, Chauncey E., Livonia, "	5,500
Woodruff, Collins, Geneseo, "	5,000
Whitney, Mary J., York, "	1,000
Goddard, Jabez, " "	500
Forward	$322,000

2.

Am't bro't forward	$322,000
Gilmore, Alanson, York, N. Y	1,000
Stickney, F. R., Fowlerville, "	500

3065 2

Smith, N. W., Peoria, N. Y	500
" Pally, " "	2,500
Flagg, W'm H., Bangor, M'e	500

Norton, Miss El'z'th, Stockbridge, Mass	1,000
" M'r's Maria M., " "	1,000
Loring, Henry A., Worcester, "	500
Beck, Ja's N., ex., Philadelphia, Pa	3,000
Wilkins, Ja's W., j'r, Boston, Mass	1,000
Gilbert, B. W., " "	1,000
Josselyn, Isaiah, So. " "	500
Tillinghast, Albert H., Schenectady, N. Y	500
Dows, Parthena, Charlton, "	3,000
Brown, Albert, Schenectady, "	4,000
Banker, Esle, " "	7,500
Potter, P., " "	6,000
Smith, Martha, a/c Jno. Spalding, 346 W'st 28 st	2,000
" Marg't, & " " "	1,000
Spalding, Adeline, J., " " "	1,500
" Jno., " " "	500
Eaton, Horace, " " "	500
Limicke, J. E., Norwich, Conn	1,500
Black, Mary A., Philadelphia, Pa	1,000
Hayes, A. A., Boston, Mass	12,500
Howard, Ja's, Ispwich, "	1,000
Peatfield, Ja's, " "	1,000
Marshall' Timothy, Beverly, "	500
Child, Dudley R., trustee, Boston, "	9,000
Forward	$388,000

3066 2

Am't bro't forw'd	$388,000
Read Hiram, Greene, N. Y	1,500
Driggs, Leonard, Middeboro, Mass	1,500
Pratt, L. M., " "	1,000
Littlejohn, O., " "	1,500
Barrows, M'r's C. E., box 577, Newport, R. I	3,000
Webber, D. C., Sommerville, Mass	3,500
Sumner, Chas., Dedham, "	1,000
Hoven Greenfield, Boston, "	6,500
Warren, W'm, " "	1,400
Jackson, Henry H., " "	500
Rogers, Geo. F., 4 Fulton Market, N. Y., Brooklyn, N. Y	1,000
Leonard, Geo. W., "	1,500
Hill, Dan'l, Kimebunk, M'e	1,500
Cobby, Charlotte A., " "	500
Lord, Annie W., " "	1,500
Littlefield, Sarah D., " "	500
" Christopher, " "	1,500
" " trustee, " "	2,500
" Susan C., " "	500
Frothingham, A. R, trustee	1,500
Brush, W'm, Stanwich, Conn	3,000
" Cha's, " "	3,000
Fales, Lewis, Milford, Mass	500
Capen, B. D., Sharon, "	4,500
Ostrom, Henry, Schenectady, N. Y	1,000
Gildersleve, J'no., Fleming	1,000
Townsend, E. H., Auburn	1,500

3067	Ingraham, Anna M., Brooklyn, N. Y	500
	Beede, George, Sandwich, N. H	2,000
	Forward	$452,000
	Am't bro't for'd	$452,000
	Lincoln, Edw'd & Tho., Dennyville, M'e	500
	Varney, Geo. F., No. Sandwich, N. H	2,000
	Darling, Rev. W'm E., Kennebunck, M'e	1,500
	Huntington, Edw. A., Auburn, N. Y	4,000
	VanVetchen, Frances, “ “	3,500
	Page, E. B., Boston, Mass	7,000
	Hollis, S. Bradford, Braintree, “	500
	Sawyer, Geo. E., Worcester, “	1,500
	Peabody, Geo. F., Gardner “	5,000
	Stiles, David, Middletown, “	500
	Lovell, Tho's A., Waltham, “	500
	Bailey, Ja's N., Boston, “	1,000
	Prince, J. D., in trust, Newport, N. Y	500
	Amett, Silas W., Auburn, “	500
	Bigelow, Kate H., “ “	1,000
	Hutchinson, Silas W., Fitchburg, Mass	2,500
	Cunningham, D. W., Boston, “	1,000
	Adams, Geo. T., Kingston, “	1,000
	Samson, Eliz'th P., Sandwich, N. H	1,000
	Webber, M'r's Jane A., Albany, N. Y	500
	Brewster, Isaac, Plymouth, Mass	4,500
	Richardson, J'no., Newton, Mass	2,000
	Stoddard, Isaac N., Plymouth, “	1,000
3068	Wolcott, J. H., att'y, Astoria, L. I	10,000
	Greely, C. A., Nashua, Iowa	6,000
	Took, W. C., Yonkers, N. Y	2,000
	Carter, Ja's, Malden, Mass	2,500
	S't John, Vincent, Binghamton, N. Y	1,000
	Deatrick, Rev'd W'm M	1,000
	Watson, Geo., Franklin, Mass	500
	Forward	$578,000
	Am't bro't forw'd	$578,000
	Healy, Waldall M., Dudley, Mass	1,500
	Pennypacker, Mary, Fairview P. O., P'a	500
	Silsbee, Benj. H., trustee, Salem, Mass	2,000
	Estes, Milley, Brockton, Mass	1,000
	Varney, Bedee, Sandwich, N. H	3,500
	Searing, Jno., Polar Ridge, N. Y	1,500
	Morse, A. H., So. Natick, Mass	4,500
	Watson, Micheal, Chelsea, “	1,000
	Butts, Fannie B., Boston, “	500
	Kitfield, Tho's H., Manchester, “	500
	Spalding, E. P., Tewksbury, “	5,000
	Lyon, W'm H. & Edw'd, Peekskill, N. Y	3,000
	Searing, Anna N., Rochester, “	500
	Edwards, L. H., Northampton, “	1,500
	Saville, Jno. T., Needham, “	1,500
	Caldwell, Levi, Newton, “	500
	S't John, Sally, Binghampton, N. Y	1,500
3069	Strong, Cyrus, Binghampton, N. Y	11,500

Dunning, M'r's Emma J	1,000
Graham, Albert L., New Haven, Conn	500
Peckham, Mary S., Poplar Ridge, N. Y	1,000
Rogers, Dan'l T., Newbury, "	1,000
Williams, J., " "	1,000
Newell, C., Elizabeth, N. J	500
Apthorp, Emily J., Brockport, N. Y	500
Williams, Dan'l R., Stockbridge, Conn	3,000
Adam, W'm, Canaan, "	3,000
Rockwell, Julia R., Daniel R. Williams, Henry W. Taft, } Trustees, Stockbridge, Conn	8,000
Washburn, Morgan, 360 Clemont ava., Brooklyn, N. Y	2,000
Forw'd	$581,000
Am't bro't forw'd	$581,000
Little, James, Middletown, N. J	500
Cornell, Ann E, Binghampton, N. Y	2,000
Montgomery, Jacob, Everett, Pa	1,000
Hoyt, Gould, New York, N. Y	5,000
Hoffman, Ferdinand, Stockbridge, Mass	1,000
Richardson, M'r's T. C., New Marlboro, "	500
Lincoln, Sidney, Stockbridge, "	500
Seymour, Eliz'h M., " "	500
Rice, Reuben, Concord, "	1,500
Chapman, W. H., New London, Conn	1,000
3070 Jamar, Jno. H. M. D., Elkton, Md	1,000
Keplinger, Jacob H., Philadelphia, Pa	1,000
Bunker, David M., Nantucket, Mass	2,000
Kibbee, A. D., W'st Farmington, O	1,000
Curtis, Jno. W., Greenwich, N. Y	2,000
Martin, B. F., Chelsea, Mass	500
Stoddard, Geo. W., Newport, N. Y	7,000
Pease, Lydia B., 89 Tompkins Ave., B'k'yn, N. Y	500
Webb, J. H., ag't, Salem, Mass	3,000
Alberto, Ernstine, Binghamton, N. Y	1,500
Taylor, D. Austin, ex., Brooklyn, "	1,000
Callum, W'm Mc., " "	1,000
Prigsley, Marion C., Fayetteville, "	1,500
Dunbar, Ebenezer, Taunton, Mass	2,000
Briant, Kid S. J., Hartford, Vt	2,000
Guiterns, E. W., ad'm, Bristol, R. I	5,000
Van Aernam, Jno. S., Schenectady, N. Y	2,000
Clark, Jno. H., N. Chelmsford, Mass	1,000
Munro, Jno. B., ex., Bristol, R. I	1,000
Forw'd	$630,500
Am't bro't forw'd	$630,500
Gifford, Tho's C., Cambridge, N. Y	500
Macy, Jno. B., att'y, Nantucket, Mass	1,500
Henry Carpenter, Peekskill, N. Y	1,000
	$633,500

3071 *List of 2d-mortgage bonds dept. Central Rail R. Co. of Iowa.*

	Van Siclen, Peter, Jamaica, L. I	1,000
	Southworth, Edw'd, Brockton, Mass	1,500
	Rowell, Cha's, Swampscott, "	1,000
	Shaw, Jno. A., Milton, "	1,000
	Cummings, Oliver, No. Chelmsford, "	1,000
	Backus, D. H., Boston, "	1,000
	Brown, T. Quincy, " "	17,000
	Whitney, Theophilus W., Holbrook, "	1,000
	Whitney, Salmon, Boston, "	2,000
	Elliott, M. P., " "	1,000
	Evans, Dan'l, Attleborough, "	1,000
	Josselyn, Isaiah, So. Boston, "	1,000
	Southwick, M'r's Royal, " "	4,000
	Tillinghast, Albert H., Schenectady, N. Y	3,000
	Angle, C. E., " "	3,000
	Brown, Albert, " "	3,000
	Potter, P., " "	1,000
	Hunter, A. W., " "	3,000
	Whitney, Geo. W., Waltham, Mass	1,000
	" Sam'l, " "	1,000
	Peabody, Geo. F., Gardner, "	20,000
	Page, E. B., Boston, "	1,000
	Engdahl, Jno. A., " "	1,000
	Hall, Murry H., N. Y	1,000
3072	Watson, Geo., Franklin, N. Y	1,000
	Jarvis, Henry, Hunsted, L. I	7,000
	Godding, W. W., Taunton, Mass	2,000
	Nycum, A. J., Everett, Pa	2,000
	May, Henry F., Hudson, Mass	1,000
	For'd	$98,000
	Am't bro't forw'd	$98,000
	Duke, O. J., So. Boston, Mass	1,000
	Kemp, Leon N., Pepperhill, "	2,000
	Rice, Reuben, Concord, "	1,000
	Wilmarth, Geo. L., Taunton, "	1,000
		$103,000

Petitioners without bonds.

	Beebe, Cath'n J., Hamilton, N. Y	3,000
	Barnard, L. N., Springfield, V't	9,000
	Hatch, A. L., N. Y	58,000
	Stetson, J. A., Quincy, Mass	3,000
	Spalding, Sylvanus, Cornish Flat, N. H	1,000
	Perkins, Dan'l D., New Market, N. H	1,000
	Kimball, Rufus C., Brockton, Mass	3,000
	Flentze, Ludwig, Maunch Chunck, Pa	1,000
	Geuth, Minna, Philadelphia, Pa	1,000
	Davis, Jonas B., Weatherfield, V't	2,000
3073	Cummings, I. P. B., Cornish Flat, V't	2,000
	Cheever, Ira, Chelsea, Mass	2,000
		86,000

(Endorsed:) Brown, 5,000 reg. Fisherville, near Concord, N. H.

(Endorsed:) In the circuit court of the U. S. for the district of Iowa. The Farmers' Loan and Trust Company vs. The Central Railroad Company of Iowa & others. Supplemental report of master. Filed Oct. 15, 1875. George B. Corkhill, clerk.

3074 On the 13th day of January, 1876, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

3075 United States circuit court, district of Iowa. October term, 1875.
Thursday, Jan'y 13, 1876.

FARMERS' LOAN AND TRUST CO.
vs. } No. 501. Eq.
CENTRAL R. R. CO. OF IOWA.

In this cause the receiver is ordered to pay L. M. Fisher, esq., the special master herein, the sum of twelve hundred ninety-nine $\frac{75}{100}$ dollars, being amount of his fees to date.

3076 On the 20th day of October, 1875, an application for the removal of D. N. Pickering, receiver, was filed in said clerk's office, a true copy of which is as follows, to wit:

3077 U. S. c't court, dist. of Iowa, October term, 1875.

FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL R. R. CO. OF IOWA.

To the honorable circuit court of the United States for the district of Iowa:

In the matter of the appointment of D. N. Pickering, receiver, to take charge of and manage the property of defendants, the Central R. R. Co. of I'a, during the foreclosure proceedings pending in said cause, A. L. Hatch, C. C. Gilman, C. E. Fuller, Jno. L. Dodge, Sophia W. Dana, and over two hundred other holders and owners of said 1st-mortgage bonds, having heretofore opposed the appointment of said receiver, and applied to the court for his removal on account of said receiver being a representative of and identified in interest with a large number of bond-
holders and stockholders of said R. R. company whose interests
3078 are in conflict and antagonism with those of other bondholders of
said R. R. company, and on account of his mismanagement of the affairs of said company while superintendent, while acting as provisional receiver, and since his appointment as receiver, and said A. L. Hatch and others above named having heretofore, to the amount of over eight hundred and fifty thousand dollars in bonds, as the holders thereof, filed their several applications with this honorable court, asking for the removal of said Pickering, and nearly all of said bondholders having deposited their bonds with the plaintiffs in this cause, the Farmers' Loan and Trust Co., and the said A. L. Hatch and others above named referred to having been the active parties in commencing the foreclosure proceedings in said cause in the original inception of this case, hereby present to the court their urgent protest against the continuance

3079 of said receiver in his present position as such, and hereby renew their application to and petition this court for his removal, and ask for the appointment of another receiver to be named by the court, who shall be totally disinterested, and shall in no manner represent or be identified with any particular portion or faction of the parties in interest.

And for cause the said A. L. Hatch and others above named make the following statement:

1st. The said D. N. Pickering has, in the opinion of the said A. L. Hatch, C. C. Gilman, and others, totally missmanaged the affairs of said R. R. company as its superintendent, provisional receiver, and receiver, as will more fully appear by reference to the affidavits and proofs now on file in this court, and of which farther proof will be submitted if required.

2nd. Said receiver was, at the commencement of these preceedings, directly identified with the then existing management of the road who represented the stockholders, and in direct opposition 3080 to that portion of the 1st-mortgage bondholders who desired a foreclosure, and has continued since his appointment to so represent their interests, and is not in any manner, and has not been a disinterested party representing in every particular the equal interests and rights of all the bondholders.

3rd. That from the demand already made by Russell Sage and others, representing $148,000 1st-m't'g' bonds, it seems quite probable that there may be a great delay in finally effecting a full sale of the property and a transfer of the interests represented by the trustees to a new company, and in the mean time a receiver should in our opinion be appointed who will have no personal interests to subserve, and who will manage the affairs of the R. R. co. so as to protect all without bias or prejudice for or against any person in interest, and be in every particular totally disinterested.

And the said A. L. Hatch, C. C. Gilman, C. E. Fuller, John L. Dodge, Sophia W. Dana, and others hereby submit to the 3081 court the foregoing considerations, and will more fully set forth specific charges against the said receiver or to his management aforesaid, and furnish further evidence relating thereto, in case the facts already stated, and without the knowledge of the court, through the report of the special commissioner, and as set forth in the affidavits already filed, and especially the partisan position of the said receiver, are not deemed sufficient cause for his removal, at such time and place as may be designated by your honorable court.

And the said Hatch, Gilman, and others hereby protest against said Pickering being continued as receiver aforesaid, and pray your honorable court to remove him and substitute some disinterested person, as they will ever pray.

(S'g'd) JOHN F. DUNCOMBE,
Att'y for Hatch, Gilman, and others.

3082 To D. N. Pickering;

D'r S'r: You are hereby notified that the following application for your removal as receiver of the Central R. R. Co. of Iowa has this day been filed in the circuit court of the United States in & for the dist. of Iowa, in the case of the Farmers' Loan & Trust Co. vs. The C. R. R. Co. of Iowa, and that said application will be urged to final hearing at the earliest practicable moment.

(S'g'd) J. F. DUNCOMBE,
Att'y for A. L. Hatch, C. C. Gilman, and others.

Rec. 175—69

Sworn to before me this 20th day of Oct., 1875.

GEORGE B. CORKHILL, *Clerk.*

3083 (Endorsed:) No. 501. Farmers' Loan and Trust Company vs. Central R. R. of Iowa. Application for removal of receiver. Filed Oct. 20, '75. George B. Corkhill, cl'k.

3084 On the 22d day of October, 1875, said D. N. Pickering, receiver, filed in said clerk's office his answer and counter affidavits in said cause, true copies of which are as follows, to wit:

3085 In the circuit court of the United States.

FARMERS' LOAN & TRUST CO.
vs.
CENTRAL R. R. OF IOWA.

In the matter of the 'moval of the receiver on the application of C. C. Gilman and others.

Now comes the receiver, and for answer to the petition herein states:

1. That said Gilman and others are not the holders nor do they represent the amount of bonds named in the petition, it being extremely doubtful whether they in truth and fact represent any bondholders whatever; nor is it true that the foreclosure proceedings were commenced by said Gilman and others, but on the contrary said proceedings were initiated under the direct supervision of the Boston committee,
3086 one or more of whom were plaintiffs in said original proceedings;
the said Boston committee issued circulars asking the bondholders to approve their action and give consent to the propositions made by said committee; that many bondholders did give their consent and approved of the action of said committee. That, afterward, said Boston committee united with the New York committee in what is known as the compromise plan. That, as shown by the master's report, 210 first-mortgage, representing $548,000 of said bonds, and 32 holders of 2d-mortgage bonds, amounting to $132,000 of said bonds, did approve of the action of said committee; their said approval in no wise conflicts with the said compromise plan as shown by said master's report. That said Boston committee is in complete and perfect accord with said New York committee, and that jointly they represent bondholders in
3087 numbers and amount as follows, as shown by the master's report:

1st-mortgage:	
210 holders, representing	$548,000
680 " "	2,372,500
	$2,920,500
2 mortgage:	
32 holders, representing	$132,000
101 " "	716,000
	$848,000

That at one time said Gilman was in accord with said Boston committee, but that now he is using or attempting the names of and influence of said bondholders who gave their adhesion to said committee for the purpose of furthering his individual wishes and objects, this being conclusively shown by the affidavits now on file in support of said petition.

A reference to said affidavits will show that the present complaint is
that of an individual shipper on the road, who conceives that in-
3088 justice has been done him by the action of the receiver, it being
conclusively shown by the master's report that a large majority
of all parties in interest approve of said compromise plan; that all of said parties desire the retention of the present receiver, conceiving that in the present aspect of the case any change would be disastrous. That said New York committee have at different times through two of their number made a th'rough examination of the affairs of the road and the conduct of the receiver, and that they are perfectly satisfied said receiver has at all times done that which was for the best interest*ed* of all concerned. A comparative statement of the earnings and expenses for the
first nine months of the present year with the same period last
3089 year shows a gratifying increase in the earnings and reduction
in the expenses.

2. It is not true that said receiver, as superintendent, provisional receiver, or as receiver, has mismanaged the affairs of said R. R. co.; that the affidavits filed in support of said allegation are not true.

3. The receiver at the commencement of these proceedings was identified in interest with the management only, beca'se the directors, under the advice and sanction of said Gilman, who was then president of the R. R. co., appointed the said receiver superintendent of the company. The said Gilman having afterward been moved from said position; he, ever since that time, and now is endeavouring to produce such chaos and confusion as will result in some advantage to him individually.

4. It is not true said receiver has represented the interest of any
class or number of bondholders, but on the contrary has done
3090 what he thought best for the interests of all parties interested.
His only object or duty being while superintendent to operate the
road under the advice and direction of the directors so as to obtain the best results possible.

5. As receiver, the property has been managed in strict accord with the order and direction of the court; the said receiver being now willing to obey any order the court may make in reference to the disposition of cars or manner of *a*ffecting sales to the several coal companies, including that of the said Gilman.

6. The receiver is advised by counsel and believes that no delay longer than the January term of the court will intervene before the road will be under the control of the bondholders, it being true that the trustee under the decree of the court will proceed immediately to sell said prop-
erty, and that the same will be purchased without doubt by the
3091 trustee for the bondholders. The receiver is informed and be-
lieves that a company will be organized for the purpose, receiving a conveyance of said property.

7. The receiver submits, inasmuch as the present application was not made until after the members of the bondholders' committee have left town, thus preventing them from giving their testimony touching the merits of this application, that this application comes to' late.

(S'g'd) SEEVERS, STONE & BOARDMAN,
Att'ys for Receiver, Bondholders, & Def't.

3092 In the circuit court of the United States.

FARMERS' LOAN & TRUST CO.
vs.
CENTRAL R. R. OF IOWA.

E. Clark, being sworn, states that he is president of the Black Dia mond Coal Company; that he has an intimate knowledge of its affairs, and has personal knowledge of its members, stockholders, and parties interested therein; and that affiant of his own personal knowledge states that D. N. Pickering is not a stockholder nor is he interested in the said Black Diamond Coal Company. That until recently the only coal companies doing any considerable business on the said R. R. co. were the Black Diamond Coal Co. and the Central Coal Co. Quite recently the latter company has assumed the name of the Consolidated 3093 Coal Co. That neither of said companies, as affiant is advised and believes, were prevented from seeking a market on said road, but on the contrary affiant knows that said companies agreed that M'r Geo. Bently should sell all the coal for said companies, find the market, collect the money, and pay the money to each of said companies. That the order and direction of the receiver is that cars are distributed to each of said companies equally; that in this distribution injustice is done the Black Diamond Co. if any one.

(S'g'd) E. CLARK.

Sworn to before me this 21st day of October, A. D. 1875.

GEORGE B. CORKHILL, *Clerk*.

3094 In the circuit court of the United States, dist. of Iowa, Oct. T. 1875.

THE FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL RAIL R. CO. OF IOWA ET ALS.

Counter aff. of D. N. Pickering in matter of receiver.

I, D. N. Pickering, on oath say that in Nov., 1872, at the urgent solicitation of the then president, C. C. Gilman, & against my own predilections, I accepted the office of general superintendent. Afterward M'r I. M. Cate was appointed president & I remained general superintendent, because of the desire of all the directors & because so far as I was advised or could ascertain there was an unanimous wish on the part of all expressing an opinion that I should so remain. From all the 3095 facts coming to my knowledge or observation, the alleged objections to myself as receiver have originated with, been caused by a personal feeling indulged toward me by the former president, in that I have happened in some degree to be his successor in the management of the railroad. If at any time I had understood that the real friends & patrons of the corporation had objections or expected that I would shew any favor or bias beyond my duties as superintendent or receiver, my resignation would forthwith have been tendered. I beg to say that to the best of my ability & without reference to former acquaintances I have conducted the business of defendant precisely as I believed the court would desire & approve. It has come to my knowledge that the majorities of all classes of creditors, the business men along the line, the Boston & New York committees of bondholders (the chairmen of which have visited Iowa & examined affairs), & those others who could with propriety give an opinion, are nearly in unanimity in re-3096 questing the continuance of affiant. In regard of those matters specifically referred to in affidavits, I depose and say that I am not & never have been interested in or owner of any stock in the Black Diamond Coal Co. nor in any other company doing business on the line of defendant, nor have I ever had any knowledge or intimation of any interest or ownership in said mines by H. E. J. Boardman, nor do I believe he has any such interest. I also say that I was requested by one of the proprietors of the Gilman-McNeil mine (so called) about the month of Oct., 1873, to take a large part, to wit, one-half of C. C. Gilman's interest at cost price, & declined, stating to him that however desirable the property might be, yet it would be inconsistent with my duties to have any coal interest, or words to that effect. My knowledge of the Hardin & Mahaska, sometimes named "The Commercial," is that it was organized by said former president & had an income of 25 cts. p'r ton of all coal mined; that the succeeding president (Cate) re-

3097 duced the rate to ten cents per ton, all the directors approving, but M'r Gilman having nearly a controlling interest protesting against & endeavoring to defeat the reduction; that at the last term of this court an effort was made by the opposition (notwithstanding the report of Hon. Hiram Price to the contrary) to reinstate the Hardin & Mahaska, and the applicant then had leave or order from the court to withdraw such application. Affiant avers that, so far as he has any knowledge or evidence as to who caused that application, it was C. C. Gilman, & this affiant had no knowledge of such whatever till the application was made, nor has he ever heard of any one having any part or lot in that matter except said Gilman, the same person now complaining of the existence of that company, which has since May last ceased to do business.

Affiant says true it is one Geo. Bentley has for many years and

3098 is now the supervisor of the coal business, being in the employ of the defendant at a less salary than ever received before in the last 3 years, to wit, 2,000.00 instead of 2,500.00. Said Bently has been retained on account of his thorough knowledge & experience, being supposed to be worth double any person that could be obtained; that an agent to attend to that business is necessary, & his absence would be an injury to the defendant. M'r Bentley was placed in that position by the first president of the railroad, & those now opposing his continuance of late had always before approved & desired him to remain. If said Bentley should be discharged from his present post, the coal companys would, I am confident, be instant & anxious to secure his services at an equal price by reason of his business ability, while the railroad company would find it necessary to employ others to perform duties now performed by M'r Bentley.

I further say the line has been open at all times to persons de-

3099 sirous to sell, & to every enquiry it has been so responded, & every facility furnished (possible with prior e'gagements) for the transportation of coal.

It is not true that one McNeil offered to affiant $2.00 per ton for transportation of 30,000 tons to Mason City for northern roads in Minnesota, nor is it true that the def't is receiving on 1.75 average per ton for the carriage of same amount for other parties. I depose & say that were I to have space to detail all the circumstances in connection with this matter, & all other coal matters, it would become apparent & transparent that the very best efforts have been made to foster all interests in an honorable way, without fear or favor, & I am earnest & anxious to make the fullest statement & adduce proofs as to any & all items concerning which any doubt shall arise. For example, while true it is that the Black Diamond mine is more remote from Oskaloosa than

3100 the "Consolidated mine," yet the former is directly upon the main road of the defendant, but the latter is about 2 miles at one side, which two miles of road is not owned by the defendant, so that the cost to defendant to deliver the coal of the former co. at Oskaloosa is quite as small as that of the Consolidated, which can only be had by a special train & special haul of some miles round trip (4 miles).

Affiant avers that under the first president complaint was constant by several of the six great east and west intersecting lines that the management of the defendant was unreliable & its contracts often broken. Also complaints by the city of Marshall that the contract as to machine-shops had been ignored & disregarded. Nevertheless, such understanding is now had with those companies & with Marshall that dissatisfaction has ceased & better rates & accom'odations had by def't than ever before, in consequence of which and other reasons the 3101 revenue of the road has greatly increased, its operatives prospectively will be paid off by January 1st next, in full, 2 mo's of the 3 mo's in arrears at time of appointment having been liquidated & only one month now remaining; all orders made by the court for payment (including Missouri Foundry Car Co.) have been taken up or due, & the net income for the last 9 mo's has amounted to $104,000.00 as against $33,000.00 for same time last year.

(S'g'd) D. N. PICKERING.

Sworn to before me this 21st day of October, A. D. 1875.

GEORGE B. CORKHILL, *Clerk.*

3102 In the circuit court of United States.

THE FARMERS' LOAN & TRUST CO.
v.
THE CENTRAL R. R. CO. OF IOWA.
} In matter of receiver.

Counter-affidavit to the petition for removal.

I, H. E. J. Boardman, on oath say that I am president of the Hardin and Mahaska Coal Co. referred to in the affidavits of C. C. Gilman & W. H. McNeil; that I have been such president since about last June; that I am acquainted with its affairs during the last two years.

I also say that at no time since I have been connected with that company has it, the said company, had anything whatever to do with the defendant, the Central R. R. Co. of Iowa, nor has it received any compensation, nor promise of nor expectation of compensation from 3103 or in connection with the railroad def't. I am personally knowing that upon the recommendation of the Hon. Hiram Price, commissioner, all dealings with said defendant ceased on or about the 1st May, 1875, & have not been resumed directly nor indirectly.

Deponent further deposes that the Boston committee, having originally caused the petition to foreclose to be filed, did afterwards unite with the New York committee, forming a joint committee of all the bondholders; that both said committees, after careful examination, are now desirous that the present receiver be retained during the short time intervening before sale; that the special request of said Boston committee in that regard in writing is hereto annexed; that all the directors, a large majority of stockholders, & a very large majority of the bondholders of all classes, practically amounting to the whole, are solicitous for the retention of the receiver, by reason of his long experience 3104 in this particular corporation, his upright & successful administration; that Geo. Bentley, since May last, has been an employé (& agent) on a fixed and reasonable salary of $2,000.00 doll's, to give his whole time & attention to necessary business of defendant, supervising the receival & delivery of coal & collection of the pay therefor; that said Bentley was placed in that position 3 or 4 years ago by said C. C. Gilman & H. W. McNeil, & continued as long as C. C. Gilman was president; that he, Bentley, has remained as employé because of no objection & the believe that such an agent was absolutely necessary, and would better satisfy all parties than any other that could be procured, he having been selling agent & acquainted with all the customers of the road.

Affiant further says that, to the best of his knowledge & belief, the receiver, D. N. Pickering, never has had any interest in the so-3105 called Black Diamond Co., nor any other company doing business upon the line of the defendant, & this affiant also has no interest in said Black Diamond Coal Co., nor in any other coal company along the line of the railroad def't, always excepting one single share of the Hardin & Mahaska Coal Co., obtained since said company severed its connection with the defendant.

Affiant is personally cognizant that the receiver, D. N. Pickering, was made general superintendent of the def't in Nov., 1872, at the express solicitation of the then president, C. C. Gilman, & the board of directors; that afterwards said President Gilman resigned, after being requested & urged to do so by resolution of the whole board; that thereupon & ever since said Pickering has remained in general charge without objection on the part of the directors, & with the approval of a very large majority of the bondholders; that at no time so completely as 3106 now has he so nearly the perfect & entire approval of all concerned.

Affiant says the commercial coal co. spoken of in Gilman's affidavit, known as the Hardin & Mahaska, was inaugurated by said Gilman when president, & continued till I. M. Cate became such officer, who then immediately reduced its income from 25 c'ts p'r ton to 10 cents, in spite of the protest of said Gilman. Till that time said Gilman was one of the principal owners of Hardin & Mahaska, & actually held the controlling interest till quite recently, when, finding the company had ceased to do business, he managed to dispose of his interest at whatever price could be obtained, & now complains of that organization which owes its existence altogether to him, said Gilman.

(S'g'd) H. E. J. BOARDMAN.

Sworn to before me this 21st day of October, 1875.

GEORGE B. CORKHILL, *Clerk.*

3107 (Endorsed:) The Farmers' Loan & Trust Co. vs. The Central R. R. of Iowa et als. Cir. c't, Oct. T., 1875. In equity. Answer and counter-affidavits in matter of receiver.

3108 BOSTON, 30 *Sept.*, 1875.

H. E. J. BOARDMAN, Esq.,
One of the Counsel of the Central R. R. of Iowa,
Marshalltown, Iowa:

DEAR SIR: Allow me to state that at a meeting of the Boston committee with that of the New-York committee of bondholders, at New York, in June last, a scheme of arrangement was developed and there was a concurrance of action in recommending what is known as the compromise measure to the bondholders of both classes of the Central R. R. Co. of Iowa. At that time and since, full information has been obtained with respect to the conduct of the affairs of the road under

M'r Pickering's management, which differs widely from the impression we had taken from the information that was conveyed to us through the channels previously accepted as trustworthy, and we are convinced of the advantages resulting from his experience and adminis-
3109 trative ability, & therefore it is that we withdraw all opposition, & urge his continuance at the post.

Yours, very resp'y,
(S'g'd) H. J. BOARDMAN,
Chairman Boston Committee.

(Endorsed:) The Farmers' Loan & Trust Co. vs. Central R. R. of Iowa. Cir. c't, Oct. T., 1875. In equity. In matter of receiver. Answer and counter affidavits. Filed Oct. 22nd, '75. Geo. B. Corkhill, clerk.

3110 On the 31 day of December, 1875, the same being at chambers, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

3111 In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
et al.

It is hereby ordered in said cause that Lewis M. Fisher, the special master in the same, report to this court at its adjourned term in January next—

1st. Whether any of the bonds of the Iowa River Railroad Company are still outstanding, uncancelled and unpaid by the bonds of the Central Railroad Company of Iowa, or otherwise; and, if so, what amount of said bonds, and whether said bonds are held by bona fide purchasers for value.

2nd. Whether the mortgage or deed of trust executed by the said Iowa River Railroad Company to H. L. Stout and L. D. Randall, as trustees, on the 21st of September, 1868, is still unsatisfied of record, and whether said mortgage is a subsisting lien upon the property
3112 of the Central Railroad Company of Iowa, or any portion thereof, and if said mortgage is still a lien upon said property or any part of the same, its priority with reference to the three several mortgages of the Central Railroad Company of Iowa.

3rd. Whether the said receiver of the Central Railroad Company of Iowa, D. N. Pickering, has granted or contracted to grant to any person or persons, directly or indirectly, preferred rates of tariff on coal over the said Central Railroad.

4. Whether the said receiver has given to any coal company or companies a preference of any kind whatsoever, either in the tariff rates on coal, or in the facilities for its transportation over said Central Railroad.

5. Whether the said receiver has made use of his position as receiver to engage in the business of mining, transporting, and sale of coal to the injury of other persons engaged in that business.

6. Whether the said receiver has given any preference to any
3113 person or persons in the furnishing of cars and the facilities for transporting coal, and whether he has misproperly refused to furnish cars and the proper facilities for the transportation of coal to any person or persons. The said master is ordered to examine and report upon such facts, and the proper order or orders to be made by this court

with reference to the same, upon five days' notice of a hearing, to be given by mail to each of the following parties, to wit: Robert Lowry, president Mahaska County Coal Company, Davenport, Iowa; C. C. Gilman, pres't Consolidated Coal Co., Eldora, Iowa; H. E. J. Boardman, att'y Hardin and Mahaska Coal Co., Marshalltown, Iowa; D. N. Pickering, Marshalltown, Iowa; and Charles A. Greeley, Nashua, Iowa. The said hearing to be held at Marshalltown, Iowa.

This done at chambers, this the 31st day of December, A. D. 1875.

(S'g'd) JOHN F. DILLON,
Circuit Judge.

3114 (Endorsed:) In the circuit court of the U. S. for the district of Iowa. The Farmers' Loan & Trust Company vs. The Central R. R. Co. of Iowa et al. Order of court for inquiry into alleged lien & preference as of 31 Dec., 1875. Filed Jan'y 11, 1876. George B. Corkhill, clerk.

3115 On the 13th day of January, 1876, said L. M. Fisher, special master in said cause, filed his report and evidence taken under order appointing him master, true copies of which are as follows, to wit:

3116 In the circuit court of the U. S. for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
et al.

To the Hon. judges of the circuit court of the U. S. for the district of Iowa:

The special master appointed by the order of this court, under date of Dec. 31, 1875, begs leave to report that notice having been given to the several persons named in said order, and, in accordance therewith, a hearing was held at Marshalltown, Iowa, commencing on the 6th day of January and continuing untill the 10th day of the same month, 1876; that at said hearing there appeared the complainant in this proceeding, C. C. Gilman, president of the Consolidation Coal Company, 3117 and John F. Lacy, its attorney; D. N. Pickering, by H. E. J. Boardman, his attorney; the Hardin & Mahaska Coal Company, by H. E. J. Boardman, its president, and Charles R. Graley, for himself; and upon the evidence there produced I make the following findings of law and fact:

1. That there are no bonds outstanding of the Iowa River Railroad Company.

2nd. That the mortgage of said company executed to H. L. Stout and L. D. Randall, as trustees, dated Sept. 21, 1868, is satisfied of record in the county of Marshall, and if this has not been done in the county of Hardin it is on account of an oversight of the trustees aforesaid.

3. That there is now outstanding a bond of the Eldora Railroad and Coal Company for the sum of five hundred dollars; that this company was a predecessor of the Central Railroad Company of Iowa, and 3118 owned the railroad from Ackley to Eldora, Iowa; that the bonds of this company were exchanged by the holders thereof for the first-mortgage bonds of the Central Railroad Company of Iowa; that in this exchange this bond has been by some oversight overlooked, and is probably the only one now outstanding; that this bond is now in the hands of a bona fide holder, and is a prior lien over the said first mort-

gage of the Central Railroad Company of Iowa, upon that part of the Central Railroad included between the places aforesaid; that the fact of this bonds being outstanding should not in any way delay the foreclosure now in progress; that the Central Railroad should be sold subject to this outstanding equity.

4. I find that on the 23 day of Sept., 1874, a contract was entered into by the Milwaukee & S't Paul Railroad Company, the South-
3119 ern Minnesota Railroad Company, the Central Railroad Company
of Iowa, and the Hardin and Mahaska Coal Company, which latter company represented the Consolidation Coal Company and the Black Diamond Coal Company, by which the two first named companies were to receive all the coal required by them at the price of three $\underline{75}$ dollars per ton, delivered on the cars at Mason City, Iowa. These two coal companies, the Black Diamond Coal Company and the Consolidation Coal Company, have mines situated below Oskaloosa, Iowa, on the Central Railroad of Iowa. The Central Railroad Company was by this contract to receive for transportation of coal from the mines of these companies, or as the coal was all billed from Oskaloosa to Mason City, a distance of about one hundred and forty-six miles, two ($2.00) dollars per ton, and the coal-mining companies were to receive
3120 one $\frac{75}{100}$ dollars per ton for the coal delivered to the Central Rail-
road Company on the cars at the mines. It may be necessary to state, that the court may understand the relationship of the parties, that the Hardin & Mahaska Coal Company was not a mining company, but only a commercial agency, which received the coal of the two mining companies above referred to, and sold the same, collected the proceeds of the sales, and received a commission for its services from both the mining companies. This contract was to expire on 1st of May, 1875.

I find that as the time for the expiration of this contract approached, the railroad companies began negotiations with M'r Pickering, the receiver of the Central Railroad Company, for a renewal of the contract. They refused, however, to accept the same terms as before, and after a futile attempt at negotiation they made a request to M'r Pickering
3121 to come again to Milwaukee, and see what arrangements might be
made. M'r Pickering accordingly went to Milwaukee, taking with him M'r Bently, the secretary of the Hardin & Mahaska Coal Company, and the agent by whom the sales of coal had been made by both the mining companies. M'r Pickering, after his first attempt at negotiation, had seen Ezekiel Clark, the president of the Black Diamond Company, and had been by M'r Clark authorized to act for him and his company in the negotiation. He had not received any authority nor had any consultation with the Consolidation Company in reference to the matter.

At the meeting at Chicago, which was the place where the negotiations actually took place, the railroad companies said they would not take the same terms as last year, on account of the low price at which coal was offered on barges at North McGregor, Iowa, viz, $3.00
3122 per ton, in addition to which there was only the cost of transfer
to the cars, 15 cents per ton. And allowing 10 cents per ton for the trouble and inconvenience of storing up the coal during the summer months, they would give him $3.25 per ton for coal delivered on the cars at Mason City, Iowa, but this offer he refused to accept. He finally offered them conditions, on its acceptance by the mining companies and the ability of the Central Railroad Company to make with them a fair distribution between them of the price and the freight of the coal, to

let them have their coal at $3.25 per ton for the six months elapsing
between the 1st of May and the 1st of November, 1875, and for the
succeeding six months, $3.50 per ton. The offer was accepted by the
railroad companies on the 10th day of April, 1875, and one week given
M'r Pickering in which to consult the mining companies and pro-
3123 cure their acceptance. M'r Pickering telegraphed Clark to meet
him on his return at the depot at Iowa City, which Clark did;
and, on the way to Grinnell, Clark was told by M'r Pickering the terms
proposed. On the following day the Black Diamond Company accepted
the proposition of M'r Pickering, that the division between the railroad
company and the mining companies should be this: during the six
months from May to November, freight to Mason City $1.75 per ton of
coal; coal at the mines $1.50 cents per ton; and during the following
six months the freight should be $1.87½ per ton, and the coal $1.62½
per ton.

It was further agreed that the Consolidation Company should be
allowed a one-half interest in this contract. This was required by M'r
Pickering, and this only was allowed upon the claims of the Black
Diamond Company, that inasmuch as they agreed to take the
3124 whole contract if the Consolidation Company should refuse to
participate. The Consolidation Company had received no in-
formation from M'r Pickering as to the contract up to this time. They
were not invited to participate in the division of the contract, and were
not represented at the time it was made. On the following day M'r
Pickering offered to the Consolidation Company a half interest in the
contract. The Consolidation Company at this time offered in writing to
furnish 30,000 tons of coal within the succeeding 12 months to the Mil-
waukee & S't Paul & Southern Minnesota Railroad Companies, and pay
$1.90 per ton freight to Mason City. This offer M'r Pickering refused,
claiming to understand that 10 cents of this amount was to go to the
Hardin and Mahaska Coal Company, and that if this was the case
there would only remain $1.80 per ton to the Central Company,
3125 which would not be as good as the contract of the Black Diamond
Company, viz, $1.75 per ton for the first six months, and $1.87½ for
the remaining six months, from Nov. to May. But this only appears by
parol evidence introduced to contradict the written offer of the Consoli-
dation Company, for which it is not admissable. The receiver, M'r Pick-
ering, claims that he offered to the Consolidation Company that inas-
much as he had from that day—Tuesday—untill Saturday in which to
accept the contract, they might go to Milwaukee and make a contract
with the railroad companies above named for all their coal, at the
same rates agreed upon by the Black Diamond Company, but this
is denied by the Consolidation Company and by the evidence of its
secretary, M'r McNeill. The latter testifies that M'r Pickering re-
quired him, in case he made the contract, to pay Granger rates.
Their legal or published rates of freights upon coal at this time, and
during the whole year 1875, from Oskaloosa to Mason City, was
3126 $2.29.8 per ton of coal. And all persons, except the railroad com-
panies and a M'r T. H. Alexander, the coal agent of the Mil-
waukee and S't Paul R. R. Co., were compelled to pay that rate for
transportation of their coal. The Consolidation Company then accepted
the proposition of M'r Pickering, and acted under the contract formed
by that acceptance up to the last month, December.

5. I find that the Consolidation Company employed in the working of their mines some two hundred and fifty men, while the Black Diamond only employed about fifty-five men.

6. I also find that a large portion of the coal billed to the Milwaukee & S't Paul and Southern Minnesota Railroad Companies was taken by one T. H. Alexander and applied to his own use, for the purpose of trade, to the great detriment and injury of other dealers at that and surrounding points. This Alexander was the coal agent of the Milwaukee
3127 & S't Paul R. R. Company, and as soon this action on his part
was brought to the knowledge of that company, Alexander was prohibited from continuing this practice.

7. I find that in letting the contract for coal for the use of the Central Railroad Company, the receiver allowed only one closed bid on the part of each of the mining companies aforesaid, and that in this respect he showed no preference.

8. I find that coal has been furnished by the order of the receiver to employees along the line, and that the employees have been debited with the value of this coal in their account with him. Their employers are compelled to pay the legal rate for transportation, and their purchase of is an advantage to the Central Railroad Company.

9. I find that the distance from Oskaloosa to the coal mines of the Black Diamond Company is twenty-eight miles, and that to the Consolidation Company's mines is fourteen miles, all by the way of the railroad. That the Black Diamond mines are situated very near to
3128 the railroad track, while the Consolidation mines are at a distance
of about three miles from the main track, with which they are connected by a switch. The freight from both mines, notwithstanding this difference (the mines being below Oskaloosa) to Mason City, is the same. On account of the distance of the Consolidation mines from the main track a separate engine and cars is required to haul the coal from their mines to Oskaloosa, while the Black Diamond Company's coal is hauled by the engines on the regular trains. It is claimed that on account of the difference in distance there should be a difference in the rate in favor of the Consolidation Company. The receiver offered the Consolidation Company if they would bring their coal to the main track he would charge the two companies pro rata according to the mileage, but this offer was declined. The grade is also very heavy on the switch to the Consolidation mines, which is an element to be considered in the equalization of the tariff. And the same rate of freight for these companies has prevailed from their creation.

3129 10. I further find that the receiver has allowed the station
agents to make collections for the Black Diamond Company. That their coal has, in fact, been allowed to pass over the road to its consignees with the charges to be collected on delivery to them. And that this privilege has been denied to the Consolidation Company. But the receiver denies that this was done with his authority.

10. I find that there is no evidence of any preference in the furnishing of cars by the receiver to these two companies, and that his orders are to the station agent at Oskaloosa, having charge of them, to furnish them to the several companies according to their respective demands. I find that the contract of the receiver to give the railroad companies a preferred rate, that contract not providing for any definite amount, was contrary to the laws of Iowa. The law fixes the am't of the freight of coal at so much a car-load for a mile, and forbids any preference. The law knows no difference between one and twenty car-loads. But
3130 I believe that it was for the best interest of this Central Railroad
to get the carriage of this coal for the railroads named. That without a reduction in the rate to Mason City this contract could not

have been obtained. That the receiver in obtaining this contract acted in good faith for the benefit of the Central Railroad.

11. I , however, that this same result might have been brought about by the receiver making the rate for all coal shipped to Mason City so low that the coal companies could have made their bargain for themselves with the railroad companies.

12. I believe that an arrangement of this kind could have been made by allowing competition between the coal companies for the railroad trade, so that the freight for the Central Railroad might have been materially increased.

13. I find further that the receiver erred in closing the contract with
the Black Diamond Company without consulting the Consolida-
3131 tion Company. The division should have been made in the pres-
ence and with the competition of both companies. That a better rate could thus have been secured the Central Railroad Company is shown by the offer of the Consolidation Company of $1.90 per ton freight for the whole year, and furnishing 30,000 tons for transportation at that rate.

16. I find that the receiver in going to Milwaukee and Chicago to make the contract of April 10, 1875, was an agent with limited authority of the Black Diamond Coal Company.

17. I find that the receiver showed no preference in the letting of the contract for the supply of coal to the Central Railroad Company, but that the receiver might have obtained a better rate for his company by allowing open bids and giving the contract to the lowest responsible bidder.

18. I find that the arrangement made by the receiver with the em-
ployees for their supply with coal was highly commendable and
3132 for the best interest of the Central Railroad Company.

19. I further find that the receiver was not responsible under the contract for the sale of coal to Alexander to private parties. His control of the coal ceased after it passed into the hands of the Milwaukee Company and its agent, Alexander.

20. I find that on account of the increased service required, the receiver was not guilty of any preference in giving the coal companies the same rate to Mason City.

21. I further find that the Consolidation Company is entitled to the same privileges as to payment of freight by the consignees on delivery as the Black Diamond Company, and that this court should so order.

22. I find that the receiver has not been engaged in the coal business on his own account; that he has shown no preference between these companies in the furnishing of cars or facilities for transportation. I
further find that said receiver has not, directly or indirectly, any
3133 pecun'ary interest in the mining aforesaid.

I would recom'end that the court order said receiver to carry coal from Oskaloosa to Mason City for all parties at a uniform rate. That so fix the rate of freight from Oskaloosa to Mason City as will enable the coal companies at Oskaloosa to compete with the coal from the Mississippi River, and this I believe can be done at the freight rate of $\$1\,\frac{85}{100}$ dollars per ton of coal. That receiver allow the coal companies to make their own contracts with the Milwaukee & S't Paul and Southern Minnesota Railroad companies, without interference upon his part. That the bids for the coal for the use of the Central Railroad should be open, and an opportunity afforded for competitive bidding between the companies, and the contract given to the lowest responsible bidder. I herewith attach the evidence taken in this matter to this report, and also a bill of the costs and expenses of this proceeding. And I finally report that, although the receiver may have committed errors, yet I believe he is willing in good faith to carry out the order of this court; *all of which I respectfully*

3134 *Yet I believe he is willing in good faith to carry out the orders of this court.*

All of which is respectfully submitted.

(Signed) L. M. FISHER,
Special Master.

3135 *Statement of fees and costs attending the hearing at Marshalltown, Iowa, under order of court Dec.* 31, 1875.

W. W. Cameron, witness fees:	
Two days' attendance	$3 00
Mileage, 90 miles	$9 00
George Bently, witness fees:	
Two days' attendance	$3 00
Mileage, 57 miles	5 70
C. C. Gilman, copy satisfaction of mort	1 00
Brown, Stone & Sears, office rent, attendance of person, &c.	$13 00
Master's expenses to & at Marshalltown, Iowa	$19 35
" expenses to & at Des Moines	$20 00
Master's fees, ten days, 10 ea	100 00
Total	$174 05

(Indorsed:) United States circuit court, district of Iowa. Farmers' Loan & Trust Co. vs. Central R. R. Co. of Iowa. Master's report, under order Dec. 31, 1875. Filed Jan'y 13, '76. (Signed) George B. Corkhill, clerk.

3136 In the circuit court of the U. S. for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, et al.

Now on this 6th day of January, 1876, pursuant to the order of reference made to me as special master by the said circuit court of the U. S. on the 31 day of December, 1875, on the complaint of C. C. Gilman, president of the Consolidation Coal Company, the said company appearing by C. C. Gilman, its president, and by John F. Lany, its attorney; and the receiver of the Central Railroad Company by D. N. Pickering, appearing by H. E. J. Boardman, its attorney; the Hardin & Mahaska Coal Company, by H. E. J. Boardman, its president, and Charles A. Greely, appearing in his own person, no other appearances being made, the following proceedings were had, to wit:

3137 In the circuit court of the U. S. for the district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA,
et al.

Testimony had before the special master at Marshalltown, Iowa, under the decretal order of court of December 31, 1875, on the 6th day of January, 1876.

Mess'rs D. N. Pickering, George Beatly, F. B. Woodruff were duly sworn.

And M'r **BEATLY** testified as follows:

I live at Oskaloosa; am agent for the Black Diamond and Mahaska County Coal Company, and am *am* also shipping and selling some coal for the Consolidation Coal Company. I am not agent for all coal shipped by the Consolidation Coal Co. Part of their coal is shipped directly by them. I receive my compensation from the mining companies. I was selected as agent by the companies, all the three
3138 companies aforesaid; am paid at the rate of $2,000 per year, and
paid pro rata by each of the companies according to the amount of coal shipped by each through me. The proportion is determined at end of every month. Have a separate office from the Central R. R. Company; office furnished by that company free of rent. The furniture of the office owned by Hardin & Mahaska Coal Co. except a table. The Consolidation Coal Company have only paid me for one month, November, and December not settled, 1875. Previous to that November paid by the Central R. R. Company. From 1st of May to 1st of November, 1875, employed by Central R. R. of Iowa, & paid by its receiver. Am not familiar with rates of freight from Oskaloosa or Mason City along the Central railroad. The rate from Oskaloosa to Mason City 2.27.8 per ton, which is the State rate. The rates have not been fixed since 1st January, 1876, to my knowledge. Those rates have not been changed. Some special rates have been withdrawn. On 23*td*
3139 September, 1874, on account of the competition prevailing in the
carriage and selling of coal at Austin, Minneapolis, & S't Paul, on the M. & S't P. R. R. *to* a special contract was made by the Central R. R. Co. of Iowa, the Hardin & Mahaska Coal Co. *throw* F. W. H. Shiffield, and the Milwaukee & S't Paul R. R. Co. for a joint tariff on coal from Oskaloosa to Austin, Minneapolis and S't Paul, shipped by the Hardin & Mahaska Coal Company. The joint tariff by three above named parties. F. W. H. Shiffield was at that time managing director of the R. R. co., and president of the Hardin and Mahaska Coal Company.

1. Ques. Do you know at what date M'r Pickering entered upon the discharge of his duties as provisional receiver?

Ans. I don't remember.

2nd Que. Was it before or after said contract?

I don't remember.

3. Ques. How long or up to what date has said contract been observed?

3140 A portion of it up to the 1st day of January, 1876.

4. Ques. What was the special rate for coal from Oskaloosa to Mason City under that contract?

Ans. The rate was not a special rate from Oskaloosa to Mason City;

it was a through rate to Austin, Minneapolis, & S't Paul. I can give the Central company proportion, $1.65 cents per ton.

5. Ques. One dollar and 65 cents per ton was all the receiver got for all coal delivered to the Milwaukee & S't Paul R. R. Company at Mason City up to January, 1876?

(Objected by counsel for receiver as assuming more than the witness has stated; as leading, argumentation, and as being a repetition. Objection sustained.)

6. Ques. What rate per ton has been paid to the receiver for shipments made in 1875, from Oskaloosa to Mason City on coal delivered to the Milwaukee company?

3141 Ans. I think for the first four months the rate has been two dollars per ton, for the next *sise* $1.75 per ton, for the other two $1.87½.

7. Ques. What rate has been paid or charged on such coal in 1876?

*B*us. $1.87½ per ton.

8. Ques. What is the distance from Oskaloosa to Mason City by said railroad?

Ans. It is laid down on the card as one hundred & forty-six miles.

9. Ques. Are you acquainted with F. A. Alexander, of Mason City?

Ans. I am not with F. S. Alexander.

10. Ques. Do you know any other Alexander?

Ans. I do.

11. Ques. What are his initials?

Ans. J. H. Alexander.

12. What is his business?

3142 I think he is coal agent for the Milwaukee & S't Paul R. R. Co.

13. Ques. Is he engaged in any other coal business?

Ans. He is not to my knowledge at the present time.

14. Has he been?

Ans. He has.

15. Ques. During what part of 1875, if any?

Ans. I think during most of the year.

16. Ques. During 1875 did you bid or ship any coal to him on his own account?

Ans. I think not.

17. Ques. What business was he engaged in 1875 from what you have already stated?

Ans. None that I know of.

18. Ques. In what way was the coal billed or shipped to him which he used in his private business, if any?

3143 Ans. It was billed to the Milwaukee & S't Paul R. R. Company.

19. Ques. At what rate did he pay for such coal or freight?

(Objected by counsel for receiver, because it assumes that Alexander paid as an individual some rate, any rate, while no such testimony has been given. Objection overruled.)

Ans. He paid the same price as the Milwaukee Road paid, except in the month of December, 1875, during the year 1875.

20. Ques. What rate did he pay in December, 1875?

Ans. He paid 12½ cents a ton additional for coal delivered there, over the Milwaukee Company's price.

21. Ques. Did you keep your accounts of Alexander's private coal separate from the Milwaukee Company coal, and can you tell from
3144 an examination of your books or otherwise how much coal Alexander got for his own purposes in 1875?

Ans. The accounts were not kept seperate. I do not know that I can tell how much Alexander got for his own purposes in 1875.

Ques. 22. How, then, do you know that he got any?

Ans. We did not know during any months that he was taking any coal billed to Milwaukee & S't Paul Co.; but if he did take any coal he would report at the end of the month or the beginning of the next month, saying he had taken so many cars of coal to fill orders for private parties. When I shipped any coal to the Milwaukee Company I sent a bill containing the No. of cars shipped, the No. of each car, and the weight of the coal in each car at the order of the Milwaukee Company.

At the end of the month M'r Alexander would write back giving
3145 the No. of each car and the date of sold to other parties than
the co.

Our books showed the weight of coal in each car.

Ques. 23. In what way or manner was such coal paid for?

Ans. He paid for the coal to us directly.

The hearing was then adjourned until half past two o'clock p. m.

The causing again coming on for hearing the testimony of M'r Bently was continued.

Ques. 24. Did you ship any coal in 1875 to other parties at Mason City?

Ans. I did.

Ques. 25. To whom?

Ans. J. C. Bosworth & Co., the Mason City White Lime & Stone Company, and I think Barnard & Allen or W. O. Barnard. There may have been some other parties; not positive.

3146 Ques. 26. What rates of freight were paid by said parties above named?

Ans. I can't say, or I never 'now their expense bills, and all I know about it is the published tariff.

Ques. 27. Were not the sales made at a certain price gross, including freight?

Ans. No, sir; not to those parties.

Ques. 28. To whom were the sales thus charged?

Ans. The coal was charged to those parties on our books as agent at an agreed pence per ton on the cars at the mines. A part of the year I was secretary of Hardin & Mahaska Coal Company, another portion of the year agent of the railroad company, and as I understand it, for two months have acted as agent for the mining companies.

Ques. 29. To what parties were the sales charged by you with the freight included to Mason City?

3147 Ans. To the Milwaukee & S't Paul and the Southern Minnesota Railroad Company, and none others.

Ques. 30. You have stated that you do not of your own knowledge know the rates paid at Mason City by others than Alexander and the Milwaukee Company; state how you learned of at all the rates paid or charged at that point.

Ans. I know the published tariff and presume they paid it.

Ques. 31. Do you know in any other way? Have you learned through M'r Pickering in any way?

(Objected to by counsel for receiver as not the best evidence; the witness has already answered. It is an attempt to get hearsay testimony. Objection withdrawn.)

Ans. I do not know in any other way than as shown by the tariff bills. I have not learned the rates from M'r Pickering in any way.

3148 Ques. 32. Do you know of the published tariff rates being paid by these parties?

Ans. I don't know of my own knowledge that they were, or that anything was paid, but presume the published tariff rates were paid.

Ques. 33. Why do you presume they were paid? State your reasons fully.

(Objected by counsel for receiver because question calls for suppositions, reasoning, and hypothesis, and not facts. Objection sustained, to which complainant excepts.)

Ques. 34. State what facts, if any, lead you to answer interrogatory No. 32 as you have done; state them fully.

Ans. I can state no more than I have already answered.

Ques. 35. Have you not during the last year been acting as billing agent for M'r Pickering; in short, had you not as full authority

3149 to act for him as for the coal companies?

Ans. I did not understand that I did have.

Ques. 36. Have you not frequently seen the bills of freight on such coal, and do you not know the rates at which it was billed?

Ans. I have seen the bills and with the published rate written on them.

Ques. 37. Are you familiar with the custom of the persons operating the Central Railroad in the last year in relation to freight-bills? If so, state what was the usual amount of freight collected. Was the amount written on the bills observed by such parties, or were different rates collected?

Ans. I have a general knowledge of their way of doing business. I can't the rest of the interrogatory.

Ques. 38. Have you not seen such bills collected in the Oska-

3150 loosa office? And if so, state whether it was usual to collect the amount of freight written on the bill.

Ans. I have prepaid freight to stations where there was no agent of the railroad company, and have paid the tariff rates. In fact, I know it is usual to collect the amount written on the way bill.

Ques. 39. Was any different arrangement made to your knowledge in relation to the collection of the bills referred to in your answer to interrogatory No. 25?

Ans. Not to my knowledge.

Ques. If T. H. Alexander had paid the usual rates of freight could he have sold Oskaloosa coal within the last year at $4.00 a ton at a profit?

(Objected to by counsel for receiver as argumentative.)

Ans. It is owing to what he paid for coal at the mines. Coal

3151 has been sold at a price at the mines this summer that he could have made a profit at that rate.

Ques. 40. Do you know whether M'r Alexander had any partners or confederates in the peculiar line of business adopted by him?

(Objected to as immaterial & not competent by counsel for receiver. Objection overruled.)

Ans. I can't say who his partners are and can't say that any person connected with the Central Railroad received any of the profit. I will state frankly that I have received a present; further than that I cannot state who received the money. I don't know who received the money.

Ques. 41. Will you swear you don't know who they were?

(Objected to because it should be confered to the employers of the

Central Railroad and for whom the receiver would be responsible. Objection sustained as previously answered, and complainant excepts.)
3152

Ans. I don't know.

Ques. 42. Was M'r Alexander selling coal at Mason City at retail?

Ans. Not to my knowledge; it was expressly understood that he was not retail or sell any coal by the car lots at Mason City, but still he may have done so, but not to my knowledge.

Ques. 43. How many car loads did you dispose of to M'r Alexander in 1874 & 1875, each year separately?

Ans. I can't furnish the information from the books in my possession.

Ques. 44. Where are the reports of M'r Alexander upon which you were paid? And please examine them and furnish copies as exhibits for the master's report.

Ans. There may be some few of them on file in the office, but
3153 don't think there are many of them. They were generally destroyed among other papers, not intentionally, but because not considered of any special importance, because it was generally known what he was doing.

Ques. 45. How many of them have you destroyed since you were subpœnaed in this case?

Ans. Not any of them, sir; so far as I am concerned, I am perfectly willing that you should know how many cars were furnished if I knew.

Ques. 46. Have you destroyed any of them recently?

Ans. Not to my knowledge.

Ques. 47. Please make out from your books copies of any of said letters or reports which have not been destroyed.

Ans. I have no date by which I could make copies of those
3154 books, letters, & papers.

Ques. 48. Will you make from your books a statement of coal shipped from Oskaloosa in December, 1874, and January, 1875, by the Hardin & Mahaska Coal Company and purchased by them of Phillippe, Lord & Co. & Burke, giving Nos. of cars, to what roads cars belonged, amount of coal in each, name and residence of consignee, and freight charged on the same?

Ans. I can't from any date I have answer this interrogatory.

Ques. 48. Will you also attach to your deposition an exhibit showing the amount of coal by car loads shipped from Oskaloosa to Mason City, and consigned to Alexander, or the Milwaukse & S't Paul Railroad Company, during the year 1875? and, if you can, give the number
3155 of each car and the amount of coal with which it was loaded. Please give either a copy of the account in full, or the aggregate number shipped, as they appear on your books.

I can't answer the last interrogatory without great labor; that I can give the gross number of cars shipped to the Milwaukee & S't Paul R. R. Co. since last May. I am unwilling to furnish the exhibits asked for unless compelled to or given compensation.

And thereupon the hearing was adjourned until 9 o'clock a. m. on the 7th day of January, A. D. 1876.

At which time the hearing was continued.

Ques. 49. Give the aggregate of said cars since last May and tonnage of the same.

Ans. I state from the books, which I presume are correct, 2,747 cars, containing 30,408.96 tons.

Ques. 50. Will not you' books show what proportion thereof
3156 was paid by Mr. Alexander, and what proportion by the railroad
company?

Ans. No books I have here would show that; I think my cash-book at Oskaloosa would.

51. Ques. Would it involve much labor to divide and give said two amounts separately from your books at Oskaloosa?

Ans. I don't think it could be given with any degree of certainty; it might. The amount of labor would not be very great; but I could not say that the statement would be very accurate. Who'e amount is credited to the M. & S't P. R. R. Company, and there is no account with Mr. Alexander on the books.

Ques. 52. What proportion of the entire amount previously given was paid for by Alexander, to the best of your recollection?

3157 Ans. Possibly a fourth and possibly not as much. I don't
know the proportion exactly, not having paid much attention to
it. I don't think it would exceed that.

Ques. 53. What are the rates published for carrying coal from Oskaloosa to Eldora?

(Objected to by counsel for receiver as not the best evidence. Objection sustained and counsel for compla'nant excepts.)

Ques. 54. What was the usual and customary rate actually charged from Oskaloosa to Eldora?

Ans. I can't state positively because there so many fractions to many station rates.

55. What is your best recollection?

(Objected to by counsel for receiver as calling for mere supposition, not the knowledge. Objection overruled.)

Ans. I think it is about $1.63 per ton of coal. It may vary
3158 a little from this. I have seen all those rates, but they do not
impress themselves on my mind, as I don't sell any coal delivered at that station. I sell it for so much on the track at the mines.

Ques. 56. State what knowledge you have of any dealing in coal whatever, either directly or indirectly, on the part of the receiver. If you know of any such dealing, give the details fully.

Ans. I have shipped Mr. Pickering some coal to Marshalltown. I
shipped him some last winter; don't remember how much. I shipped
him two car-loads this winter. This is all the coal I know of being
shipped to him, except for exployers; all the coal shipped for the use
of the road was billed to the Central Railroad Company of Iowa. I
could tell the amount of coal shipped to Mr. Pickering on his own account last winter, if I had the books of the Hardin & Mahaska
3159 Coal Company, which I have not, being no longer their agent.
The employers' coal is usually shipped to the employers on the order of Mr. Pickering, and charged to the company. I am not positive as to how the order always read.

Ques. 57. Have you shipped coal to Eldora to employers; if so, at what rate of freight?

Ans. I have; I dont know, but presume they paid full rate, the published rate.

Ques. 58. Have you ever prepaid rates on such shipments?

I have never, to the best of my recollection, prepaid any rates on coal shipped to Eldora.

Ques. 59. Did you ever add any number of bushels to the bills of lading of coal shipped and bill coal at more than the actual weights?

3160 Ans. I have no knowledge of any such transaction. It may have been done through mistake.

Ques. 60. Are you familiar with correspondence emanating from the office of the general manager of the Chicago, Milwaukee & S't Paul Railway Company, heretofore referred to as the Milwaukee & S't Paul R. R. Company?

Ans. I can identify the bond writing, Mr. J. C. Gault, ass't superintendent, & the signature of S. S. Merrill, gen. manager.

Ques. 61. Please examine the letters, Exhibits A & B, and state whether in your opinion they are the letters of Mr. Merrill.

I don't think Exhibit A is, but do think Exhibit B is signed by Mr. Merrill.

Ques. 62. Do you not know that Mr. Alexander has been ordered to stop dealing in coal on his own account by the Milwaukee Company?

3161 (Objected to by counsel for receiver as immaterial. The knowledge of the witness is immaterial. The admission of outside parties not under oath are not admissible and will not in any event bind the receiver unless brought home to his knowledge.)

(Objection overruled, provided that M'r Pickering's knowledge of M'r Alexander's getting special rates is shown; and further, that M'r Pickering, with knowledge of M'r Alexander's being prohibited to receive those rates, allowed him by the Milwaukee company special and preferred rates over other parties.)

Ans. I don't know that I have received notice from him, Alexander, that he had been forbidden to sell coal by the M. & S't P. Railroad Company, but may have; but I have received notice that he had quit it.

Ques. 63. When did you get this last notice?

Ans. I think some time between Christmas, 1875, and New Year's, 1876.

3162 Ques. 64. Examine Exhibit C, and state, if you know, whose handwriting it is.

Ans. I think it is M'r Pickering's.

(Exhibit C there offered in evidence and received.)

Ques. 65. Did you not, within the last year, propose to H. W. McNeiell to go into a business transaction with Alexander and others concerning coal, and, if so, who were the other parties?

(Objected to as immaterial and incompetent; that the witness was an agent for the mining companies most of the last year, and his actions are not binding upon the receiver unless authorized. Objection sustained. Excepted to by counsel for complainant.)

Ques. 66. Did you not make the proposition referred to in the foregoing interrogatory while in the employ of D. N. Pickering, receiver?

3163 (Objected to by counsel for receiver, as not defining any particular business; that a proposition to any party does not involve that party; leading and immaterial. Objection overruled.)

Ans. No, sir; I have no knowledge of making M'r McNeill any proposition to go into a business arrangement with Alexander & others. I had some talk with M'r McNeill, but it was over two years ago, while he was president and gen'l sup't of the Iowa Central Coal Company, and I was a stockholder.

Ques. 67. What is the distance from Oskaloosa coal-field and back?

Ans. I think 14 miles down & 14 miles back.

Ques. 68. What is the distance from Oskaloosa to the Consolidation

Company's mines and back, and state whether or not the same
3164 charge is made for hauling coal from either of said points to any
and all points north of Oskaloosa, and state also the location of
the Black Diamond coal-mines.

Ans. Distance down and back 14 miles. The Black Diamond mines are located at Coalfield, and the same charge is made between those points and points north of Oskaloosa. All coal is billed from Oskaloosa. Ball mines south of Oskaloosa. The same engine does not do all the switching of of coal-trains, but did do so until the last six weeks.

Whereupon the hearing was adjourned till half past two o'clock, at which hour, the same parties appearing, the same was continued.

Ques. 69. Will you present to the master, for his examination, the book
to which you have referred in testifying, and permit complainants
3165 and their counsel to examine the same?

Ans. Certainly, if requested by the court (and the book was then presented).

Cross-examination by H. E. J. Boardman, for the receiver:

Int. 1st. Do you know why the same rates were charged from both mines to any station north of Oskaloosa?

(Objected to by counsel for complainant, as calling for argument instead of facts, and because M'r Bently did not fix the rates. Objection overruled, and complainant excepts.)

Ans. I know the reasons stated; it was to cover the average increased haul and work.

Int. 2. Explain the peculiarities of the haul at each mine.

(Objected to for same reason, and the additional reason that the laws
of the State fix the charges by the mile, making an absolute rule.
3166 Objection overruled, and complainant excepts.)

Ans. The Black Diamond has one entry adjacent to the track, and the other connected with the main line by a side track about a half mile in length. The work of that mine the two entries, has usually been done by the regular train. The work of the Consolidation Coal Company has been done the past year by an engine and crew or crews stationed at Oskaloosa for that and other work.

Int. 3. What is the comparative expense to the Central Railroad Company of bringing the coal away from the mines of both companies and transporting it northward, say to Oskaloosa or Marshalltown?

Ans. I don't know as I could say; never given the matter any thought.

Int. 4. This distance, say of seven miles long, to the Consolida-
3166½ tion mines from Oskaloosa, does, or does it not, require a special
engine & crews over that distance to bring out the coal of that
mine?

Ans. I think it does, but not two crews ordinar'ly, only part of the time.

Int. 5. Are you knowing to the fact that the receiver long since made the standing offer to the Consolidation Mine that if it would bring out its coal with its own engine and crew to the shipping-point junction of their switch with the main line, the charge should then be from that point only pro rata with the Black Diamond Mine, which is on the main track?

(Objected to as not cross-examination by complainant. Objection sustained.)

Int. 6. How long have you been acquainted with the method of doing coal business over that road?

Ans. Ever since February, 1871, when the road was completed.

3167 Int. 7. When was the tariff first established, as being equal as to both these great mining companies, or whatever companies were operating the said line referred to? By whom was it established and has it ever varied?

(Objected to as not cross-examination and immaterial. Objection overruled.)

Ans. It was established in 1872. The first published coal tariff signed by J. W. Gilman, and C. C. Gilman, was president, and the practice of *of* equality in the rate has never varied.

Int. 8. How long has the complainant, C. C. Gilman, in this case in control of the road as president and cognizant of this practice?

(Objected by counsel for complainant as not cross-examination, immaterial, C. C. Gilman not being the complainant, and going into issues not embraced in the order of the court. Objection sustained.)

3168 Int. 9. Have you billed the coal yourself, or has some other person, and what amount of knowledge have you of the particulars of billing?

Ans. I don't usually bill it myself, but it is generally done under my supervision and general directions.

Int. 10. State what the tariff was prior to the appointment of the receiver, say in 1872 and 1873, for they was delivered to the employers of the Central Railroad at Eldora and other points upon the line, as compared with the charges or tariff under the receiver.

(Objected as not cross-examination and immaterial. Objection sustained.)

Int. 11. Did you know beforehand that you was about to receive the present mentioned? Was there any previous objections on the part of the donor to give it you, and has M'r Pickering been apprised of it before yesterday?

Ans. No, sir, as two first questions, and M'r Pickering had no
3169 knowledge of it that I know of.

Int. 12. Give some idea of the amount of coal the four railroad companies contract for and consume, as compared with all the coal brought upon the road, and name the companies.

Ans. It exceeds sixty per cent. of the gross shipments. The companies are the Southern Minnesota, Chicago, Milwaukee & S't Paul. The Central Railroad Company of Iowa & Chicago, Rock Island & Pacific Railroad.

Int. 13. Give as near as you can the per cent. of each road.

Ans. The Milwaukee, 25 %; the Southern Minnesota, about 10 %; the Central Railroad, 20 %; and the Rock Isand, about 5 %. This is not accurate, only approximate.

3170 Int. 14. Which of the mining companies, if either, have cars of their own with which to transport more or less of their coal?

Ans. The Black Diamond Coal Company.

Int. 15. What knowledge had M'r Pickering, as far as you are aware, of any arrangement between the Milwaukee & S't Paul Company & M'r Alexander, or any action on the part of Alexander, by which he, Alexander, obtained his coal at the mines or at Mason City at any reduced rate?

Ans. I don't know whether M'r Pickering knew about the price Alexander paid for his coal, but I told him that M'r Alexander was taking coal billed to the Milwaukee & S't Paul & supplying private parties in the same manner that the Southern Minnesota road was doing.

Int. 16. State what you just said in the presence of the master
3171 fully as to the Southern Minnesota.

Ans. I say the Southern Minnesota took coal through its officers, and sold it to parties along its line.

Int. 17. Did you not understand, or did you, that the Milwaukee & S't Paul and the Southern Minnesota had a right to sell their coal, the coal billed to them by the contract, to any person whatsoever that they pleased, at whatsoever rate they had a mind to, even to giving it away if they so chose?

(Objected to as not cross-examination & immaterial. Objection sustained.)

Int. 18. What was the contract, so far as it pertains to the matters involved in the last question?

Ans. My understanding has been that we should ship all the coal ordered by those companies, or their officers, at an agreed price, delivered on the transfer at Mason City. There was no agreement on
3172 their part not to part with their in any particular manner.
Could, in my opinion, do what they pleased with it.

Int. 19. At the time you was agent for the railroad company, what mining companies were you also agent for at the same time?

Ans. I was agent from the 1st day of May until November, the Black Diamond Company and Consolidation Coal Company; for the previous four months I was paid by Hardin & Mahaska Company, being secretary.

Int. 20. During the whole time that M'r Pickering has been receiver have you ever known of any ring or conspiracy to control this matter of coal or to obtain illegal or discriminating rates?

(Objected to as calling for the opinion of the witness, asking for an
alternate fact to be determined only by the court, and as asking
3173 for the opinion of the witness on a question of law. Objection
overruled, and complainant excepts.)

Ans. Not any to my knowledge. I know of the arrangement up there, but not its particulars. I don't know that it was formed for the purpose of getting cheap rates or anything of that kind.

Int. 21. Speaking of that arrangement, do you up to anything beyond the contract of the Central R. R. Co. with the M. & S't P. & S. M. R. R. Co. to deliver them a certain quantity of coal at an agreed price; if so, what?

Ans. I do not.

Re-examination:

Int. 1. Will you swear that there has been an arrangement or understanding between you and Pickering by which it was understood that Alexander was to get the profit of a rate lower than the published
tariff?
3174 Of course he knew that Alexander was getting the coal, and I
suppose that he knew the prices that Alexander was paying. I
do not know it, but think he, M'r Pickering, knew that Alexander was taking this coal and selling it.

And Pickering in the rates, did they not?

(Objected to as leading and as not re-examination. Objection sustained and complainant excepts.)

Recalled for comp.:

Int. 1. In what relation to the contract above referred to did the mining companies act? Did they have anything to do in relation to the rates of freight?

Ans. As I understood the contract for both the contracting parties the division was agreed upon as follows: Coal for six months, $1.50 a ton; freight for same time, $1.75, and for remaining six months
3175 coal, $1.62½ per ton, and freight, $1.87½ per ton. They agreed what price they should take for the coal. The coal was sold for so much per ton, coal delivered there, and there had to be a division, and they agreed to take there.

Int. 2. Did you make the Milwaukee contract referred to in your cross-examination?

Ans. Not the last one.

Int. 3. Who did?

Ans. I think it was a joint contract made by and between the C. R. R. Co. of Iowa and the mining co., Consolidation and Black Diamond, and the Milwaukee & S't P. & S. M. R. R. Co.

Int. 4. Did Pickering have anything to do with that contract?

Ans. He was a party I suppose on the part of the R. R. Co.

Int. 5. When was it made?

3176 Ans. I think in April, 1875, for 12 months from May 1st, 1875.

Int. 6. The mining companies agreed on the price of coal prices for their share?

Int. 2. How did you get that understanding; from whom?

Ans. From all of them, M'r McNeil, sup't Consolidation Coal Co., and M'r Hayet, sup't of Black Diamond Coal Co., and from M'r Pickering, receiver.

Int. 3. Examine Exhibit D and say if it is a correct statement of coal shipped by you to D. N. Pickering in his individual name in the last eight months, giving car No. and rates of prices. I do not ask you if it is a full exhibit, but if it is correct as far as it goes.

Ans. The statement referred to is correct as shown by the books of the agency.

Int. 4. Explain the rebat' on page 206; give all the particulars.

3177 (Objected to for the reason that it does not appear that it is material.)

Ans. It is for overcharges on coal sold to parties on the line of the Chicago & M. R. R. Co., on which full rates had been charged. The parties on the line of the M. & S't P. R. R., private parties consumers of coal, had the full benefit of it, & the mining companies got $1.75 per ton for their coal. The R. R. Co. got $2.00 freight, and I do not know that the bill has been allowed. The charge is made.

Int. 5. Have you not a special rate from M'r Pickering for your own shipments to various points in Iowa?

Ans. No, sir; not to points on the Central R. R.

Int. 6. How then do you get special rates from him, if at all?

(Objected to as assuming that the witness has said that he got any other rates of M'r Pickering than any other person could get under the same circumstances. Obj. overruled.)

3178 Int. 7. If I get special rates from him I get them direct.

Int. 8. Do you get special rates from him?

Ans. I understand that I have.

Cross-examination:

Int. 1. Do you mean that M'r Pickering has given you better rates than other persons applying under the same circumstances, or rather for the same services?

Ans. Well, I don't know that he has. M'r McNeill told me that M'r Pickering had promised to give him as low rates as any one. I think that was the language used.

Int. 2. Then you do not mean, do you, that you got both rates by the word special rates?

Ans. I did not know whether I did or not. I suppose from that conversation with M'r McNeill that he would get the share.

3179 Do you know of any one being referred the same rates for the same services?

Ans. I do not, to my knowledge.

Re-examination:

Int. 1. Is it not true that for the last few months parties to whom you shipped have paid for freight beyond Mason City 2.00 per ton to Mason City, while M'r McNeill's companies and others paid $\$2.27\frac{3}{10}$ for the same service?

Ans. I do not know but what M'r McNeil got a drawback.

Int. 2. Did you get a drawback for such service of the R. R. Co.?

Ans. I have not got it; I expect it.

Recross-examination:

Int. 1. Was this coal in Exhibit D billed to M'r Pickering or not?

Ans. I can't say as to all of it: two cars I know was; I think
3180 the ballance was billed "D M" for employers, and some of the names of the parties for whom the coal was intended was written on the manifest, and some of this coal was billed to M'r Woodruff for employers at Eldora, and I think some of it billed directly to the employers themselves.

Int. 2. Were these items of coal shipped to employers charged to D. N. Pickering or to the railroad company? I refer to Exhibit D.

Ans. I think they were charged to the railroad company. The posting mark shows that they were initials.

Int. 3. How happens D. N. P. to be put on the book by side of these items?

Ans. To designate who the order came from ordering the coal shipped to those parties.

Int. 4. Does not Exhibit D contain substantially all the items
3181 for eight months that have "D. N. P." annexed to designate as aforesaid?

Ans. I think substantially.

The hearing was, at this time, adjourned until half-past seven o'clock p. m., at which time the hearing was further continued.

That J. Fletcher, W. W. Comeron, and F. B. Woodruff been then duly sworn.

M'r **Fletcher** testified as follows:

Int. 1. Are you an employer of the Central Railroad Company; if so, in what capacity?

Ans. I am auditor.

Int. 2. Have you ever sold any coal to consumers in Marshalltown? If so, to whom?

Ans. I have sold coal to A. I. Lindson.

Int. 3. At what price did you sell him coal; how much; where did you get it, & was it known to M'r Pickering, and when?

Ans. Three and half a ton; four five cars. I think it was
3182 known to M'r Pickering inside the last three months. I ordered it of George Bently, agent.

Int. 4. Was it shipped in your name or in the name of D. N. Pickering?

Ans. It was shipped in my name.

Int. 5. Did you do this by the order or authority of the receiver?

I did it on my own responsibility. I ordered the coal and paid for it myself. I don't know that he had anything to do with it.

Int. 6. Did you pay the ordinary rate, or did get special rates?

Ans. I paid full tariff rate.

Int. 7. Did you obtain the coal at railroad prices?

Ans. I did not.

Int. 8. Did you handle said coal at a profit?

Ans. A little profit.

Int. 9. At what profit per ton?

3183 Ans. At about 15 cents a ton—$1.50 a car.

Int. 10. Why was this coal shipped through you, instead of in the ordinary way through dealers?

Ans. On account of my being a boarder with M'r Lindsay.

Cross-examination by M'r Boardman for the receiver:

Cross-int. 1. Was M'r Lindsay a person recently coming here from another State?

Ans. Yes, sir; I believe so.

Int. 2. Did he first speak to you about coal, or you to him?

Ans. He spoke to me about it first.

Int. 3. Was you boarding at his house at the time?

Ans. Yes, sir.

Int. 4. Was the coal for his (Lindsay's) private use?

3184 Ans. He bought it for his own use in the hotel.

Int. 5. Was that 15 cents per ton for your trouble in looking after the matter?

Ans. Yes, sir.

Int. 6. Did you try to get any reduction on the tariff rate from the receiver; and, if so, with twhat success?

(Objected to as not cross-examination. Objection sustained.)

Int. 7. Where was M'r Pickering when you sold this coal to Lindsay?

Ans. He was in Marshall part of the time, and part of the time in Boston and the East.

Int. 8. Was three dollars and a half the price per ton on the cars or at the house?

Ans. On the cars here.

Int. 9. Could Lindsay have procured about the same price elsewhere, if so disposed? I mean of any commission coal merchant.

Ans. Yes, sir; I believe so.

3185 Int. 10. Do you not believe that he could have obtained it then or now either one of the consolidation company at same price?

Ans. I don't know; I think so.

F. B. WOODRUFF, being then called, testified as follows:

Int. 1. Are you in the employ of the Central R. R. Co. or its receiver? If so, state in what capacity and during what portion of 1875 have you been employed, if at all.

Ans. I was employed during the entire year 1875, as master mechanic at the Eldora shops, by the receiver of Central Railroad.

Int. 2. Has D. N. Pickering, as a receiver superintendent, as an individual, during said year sold any coal to any of the employers of said railroad co. at Eldora, in any shape or manner, or under any device *as* pretext?

3186 Ans. I don't think he has sold any direct himself. The employe*rs* have never received any coal through M'r Pickering, as I understood it.

Int. 3. Have the*y* employe*rs* not obtained their coal through you, acting for the company or receiver?

Ans. Only in this way: the cars have come there billed to employe*rs* in care of F. B. Woodruff, the bills giving weight and No. of on the car.

Int. 4. Did you give the orders for such coal before its shipment; and, if so, to whom?

Ans. Lately, during this last fall & winter, up to pres't time, the orders have been given to W. R. Cappock, supply agent of the Central Railroad Co., and previous to that time in home of M'r Pickering.

Int. 5. At what rates during 1875 have such employe*rs* paid for
3187 such coal? They have only paid the cost of transportation and
actual cost at mines?

Ans. At first I think they paid $2.00 a ton at the mine for some, and $1.75 per ton for other coal of different quality, at same place.

Int. 6. Did you make out time-rolls during November & December for such employe*rs*?

Ans. The clerk at the shops makes all time-rolls for employe*rs*.

Int. 7. In what way did you keep the account of coal furnished to employe*rs* so as to have it deducted from their pay?

Ans. We have a separate book for that purpose, kept under my direction.

Int. 8. At what rate per ton was said coal *per ton was said coal* charged for November & December, 1875?

3188 Ans. I don't know as I can tell you the exact rate. I think
that since we first began to do business in coal with employe*rs*
there has been a reduction in the rates of coal at the mine, the clerck getting his instructions as to what charge per ton, either from the supply agent or other parties at Marshalltown.

Int. 9. Do you mean to swear that you cannot give the rates per ton charged within the last two months?

Ans. I don't think I could give it. I don't know positively what has been during the last two. We don't get at Eldora the price of the coal, only the freight on the *freight on the bill.*

Int. 10. Have you not got coal yourself during that time per ton on the bills?

Ans. I did, and can't tell how much I am paying per ton. I am using
the nut coal, and the draymen, when he draws the coal, 2,000 or more,
if he can; sometimes he draws 23 or 2400 at a load in this way.
3189 I have got two and three loads at a time, each load overwe*ay*ing
the ton. When the receipts are presented by the clerk to sign,
I merely look at the amount charged on the receipt and sign it, paying no attention to the amount per ton made up. The amount per ton is not on the receipt at all, only the amount to be taken out.

Int. 11. Will you say, on your solemn oath, that you cannot tell the price per ton that has been charged the employe*rs* in your shops this winter?

Ans. I cannot state positively and consci*ousen*ly what the price has been.

Int. 12. State it as near as you can.

At one time in the year 1875 paid two dollars per ton for lump coal, and with freight added, $3.63.8 per ton, and ten cents for weighing, additional.

Int. 13. Has that price been lowered, if at all, and when?

3190 Ans. It strikes me there has been a reduction, but cannot state the time.

Int. 14. What is your best recollection?

Ans. I don't think I could give any date, from the fact that the orders for coal from employers for some time past have been sent to W. R. Cappock, supply agent, he giving his orders to the clerk as to amount to be charged at shops for coal delivered to employers. I myself have not given him (clerk) any rates as to what to charge up the road for nearly a year.

Int. 15. Is it not true that said employers pay the same price that M'r Edgington, the coal dealer there, usually charges, besides suffering also the loss of shrinkage and weight?

I don't know what he charges for coal.

Int. 16. What is the name of that clerk?

Ans. Robert Hayet.

3191 Cross-examination, H. E. J. Boardman, for receiver:

Int. 1. Explain the method of conducting the coal business with reference to employers.

Ans. When the car is reported at Eldora for employers to the station agent, I get the No. on the car, weight of coal as billed, and amount of freight bill, giving that to M'r Hayet, the clerk, he putting No. of car and weight of coal in car on books for that purpose. He then issues tickets to the men wanting coal for one or more loads until the whole weight of coal in car is taken out. Each load is charged ten cents a load for weighing, without regard to weight of load. This additional ten cents, with freight, added to cost of coal, is charged to the employer getting the same, also adding pro rata whatever shrinkage or car load. The employers are understood to get coal at cost, whith accounts for adding shrinkage.

3192 W. W. CAMERON, being called for complainant, testified as follows:

Int. 1. What is your name, age, place of residence, and occupation?

Ans. W. W. Cameron; 33 years old; live at Mason City; grain & coal merchant, Mason City.

Int. 2. Were you in the coal business at Mason City in 1875?

Ans. Yes, sir.

Int. 3. What efforts, if any, did you make at any time in 1875 to obtain a rate for carriage of coal from Oskaloosa at a rate lower than the published rate of $\$2.27\frac{8}{10}$ per ton?

I asked M'r Pickering if he could give me a better rate than that.

Int. 4. Did you succeed in obtaining a lower rate than the said $2.27\frac{8}{10}$.

I did not succeed in obtaining a lower rate.

3193 Int. 5. Are you still in coal business; if not, why have you quit?

Ans. I am still in the coal business; am not receiving any now. I am not receiving because coal is being sold there cheaper than I can handle it.

Int. 6. What profit per ton would there have been in 1875 in selling coal at the customary rates there, provided coal *used* have been purchased at $1.62½ at Oskaloosa and freights obtained at $1.87½ per ton?

Ans. There would be a nett profit of one dollar per ton besides shrinkage.

ployers have never received any coal through M'r Pickering, as I understood it.

Int. 3. Have they employers not obtained their coal through you, acting for the company or receiver ?

Ans. Only in this way: the cars have come there billed to employers in care of F. B. Woodruff, the bills giving weight and No. of on the car.

Int. 4. Did you give the orders for such coal before its shipment; and, if so, to whom ?

Ans. Lately, during this last fall & winter, up to pres't time, the orders have been given to W. R. Cappock, supply agent of the Central Railroad Co., and previous to that time in home of M'r Pickering.

Int. 5. At what rates during 1875 have such employers paid for
3187 such coal ? They have only paid the cost of transportation and actual cost at mines ?

Ans. At first I think they paid $2.00 a ton at the mine for some, and $1.75 per ton for other coal of different quality, at same place.

Int. 6. Did you make out time-rolls during November & December for such employers ?

Ans. The clerk at the shops makes all time-rolls for employers.

Int. 7. In what way did you keep the account of coal furnished to employers so as to have it deducted from their pay ?

Ans. We have a separate book for that purpose, kept under my direction.

Int. 8. At what rate per ton was said coal *per ton was said coal* charged for November & December, 1875 ?

3188 Ans. I don't know as I can tell you the exact rate. I think
that since we first began to do business in coal with employers there has been a reduction in the rates of coal at the mine, the clerck getting his instructions as to what charge per ton, either from the supply agent or other parties at Marshalltown.

Int. 9. Do you mean to swear that you cannot give the rates per ton charged within the last two months ?

Ans. I don't think I could give it. I don't know positively what has been during the last two. We don't get at Eldora the price of the coal, only the freight on the *freight on the bill.*

Int. 10. Have you not got coal yourself during that time per ton on the bills ?

Ans. I did, and can't tell how much I am paying per ton. I am using the nut coal, and the draymen, when he draws the coal, 2,000 or more, if he can; sometimes he draws 23 or 2400 at a load in this way.
3189 I have got two and three loads at a time, each load overweaying
the ton. When the receipts are presented by the clerk to sign, I merely look at the amount charged on the receipt and sign it, paying no attention to the amount per ton made up. The amount per ton is not on the receipt at all, only the amount to be taken out.

Int. 11. Will you say, on your solemn oath, that you cannot tell the price per ton that has been charged the employers in your shops this winter ?

Ans. I cannot state positively and consciousenly what the price has been.

Int. 12. State it as near as you can.

At one time in the year 1875 paid two dollars per ton for lump coal, and with freight added, $3.63.8 per ton, and ten cents for weighing, additional.

Int. 13. Has that price been lowered, if at all, and when ?

3190 Ans. It strikes me there has been a reduction, but cannot state the time.

Int. 14. What is your best recollection?

Ans. I don't think I could give any date, from the fact that the orders for coal from employers for some time past have been sent to W. R. Cappock, supply agent, he giving his orders to the clerk as to amount to be charged at shops for coal delivered to employers. I myself have not given him (clerk) any rates as to what to charge up the road for nearly a year.

Int. 15. Is it not true that said employers pay the same price that M'r Edgington, the coal dealer there, usually charges, besides suffering also the loss of shrinkage and weight?

I don't know what he charges for coal.

Int. 16. What is the name of that clerk?

Ans. Robert Hayet.

3191 Cross-examination, H. E. J. Boardman, for receiver:

Int. 1. Explain the method of conducting the coal business with reference to employers.

Ans. When the car is reported at Eldora for employers to the station agent, I get the No. on the car, weight of coal as billed, and amount of freight bill, giving that to M'r Hayet, the clerk, he putting No. of car and weight of coal in car on books for that purpose. He then issues tickets to the men wanting coal for one or more loads until the whole weight of coal in car is taken out. Each load is charged ten cents a load for weighing, without regard to weight of load. This additional ten cents, with freight, added to cost of coal, is charged to the employer getting the same, also adding pro rata whatever shrinkage or car load. The employers are understood to get coal at cost, whith accounts for adding shrinkage.

3192 W. W. Cameron, being called for complainant, testified as follows:

Int. 1. What is your name, age, place of residence, and occupation?

Ans. W. W. Cameron; 33 years old; live at Mason City; grain & coal merchant, Mason City.

Int. 2. Were you in the coal business at Mason City in 1875?

Ans. Yes, sir.

Int. 3. What efforts, if any, did you make at any time in 1875 to obtain a rate for carriage of coal from Oskaloosa at a rate lower than the published rate of $\$2.27\frac{8}{10}$ per ton?

I asked M'r Pickering if he could give me a better rate than that.

Int. 4. Did you succeed in obtaining a lower rate than the said $2.27\frac{8}{10}$.

I did not succeed in obtaining a lower rate.

3193 Int. 5. Are you still in coal business; if not, why have you quit?

Ans. I am still in the coal business; am not receiving any now. I am not receiving because coal is being sold there cheaper than I can handle it.

Int. 6. What profit per ton would there have been in 1875 in selling coal at the customary rates there, provided coal *used* have been purchased at $\$1.62\frac{1}{2}$ at Oskaloosa and freights obtained at $\$1.87\frac{1}{2}$ per ton?

Ans. There would be a nett profit of one dollar per ton besides shrinkage.

Int. 7. What rates did Alexander sell coal at when it was costing you \$4 to \$4½ per ton?

I could not tell you.

Int. 8. What rate per ton did you pay *per ton* for coal during 1875 from Oakaloosa?

Ans. \$1.75 per ton at the mines up to November 1st, and at
3194 November 15 advanced to \$1.87½, and about the 21st to \$2.00 and
has been two dollars.

Int. 9. At what rate would you have to sell coal to make any profit when paying 2.27.8 per ton freight and \$1.87½ for the coal?

Ans. Five dollars.

Int. 10. At what rate was M'r Alexander selling at the time you were paying such rates?

Ans. I could not tell exactly, but I think between \$4.50.

Int. 11. Was he retailing coal at Mason City?

Ans. I think he was.

Int. 12. Have M'r Pickering's agents during the last year sold coal at Mason City? If so, give the particulars.

Ans. Some of the employers of the railroad have sold coal there.

Int. 13. What employers have sold coal, and to what extent?
3195 Ans. The agents in the depot a few car loads; I would not tell
how much.

Int. 14. Were you engaged in the business to a great or small extent, and what your facilities for handling coal, as compared with the private facilities of M'r Alexander?

Ans. My business was large. His facil'ies much larger than mine; has larger coal house; receives more cars of coal.

Int. 15. If you had the same advantages of rates as Alexander, could *could* you compete with him for that trade?

(Objected to, as calling for opinion and immaterial. Objection sustained.)

Int. 16. What facilities or advantages other than rates and the size of the coal house has M'r Alexander by or through which he has been enabled to compel you to suspend receiving coal?

(Objected to by counsel for receiver as assuming that Alexan-
3196 der compelled him to suspend. Objection sustained, and also
as argumentative.)

Int. 17. What facilities aside from special rates of freight and the size of his coal house did M'r Alexander have superior to you?

(Objected to by counsel for receiver as incompetent and immaterial, and calls for an opinion.

Excepted to by counsel for receiver. The question being allowed only as to matters of fact.)

Ans. I have a grain elevator in which I can exchange coal for grain.

The hearing was then adjourned until 9 o'clock on Saturday, the 9th of January, *at* 9 *o'clock* a. m., at which time the hearing was continued.

Cross-examination by M'r Boardman, for the receiver:

1. What amount did you name that you was willing to take of coal of M'r Pickering?

3197 Ans. I did not name any amount of coal.

2. Who was present when you had the conversation, & what was the exact language used?

Ans. I don't think that any one was present except M'r Pickering and myself. I could not remember the exact language used.

3. You say at 1.62½ for coal & 1.87½ freight you could make 1.00 per ton. Then how much could you make profit when regular tariff, 2.27\frac{8}{10}$, was paid? Would you not make 50 or 60 c'ts per ton, & still sell as cheap as M'r Alexander? If not, why not?

Ans. No, sir; I could not, because the coal cost me 4.87\frac{8}{10}$ per ton there, and M'r Alexander sold coal at $4.50 per ton or less.

4. What amount of coal, on an average, was you handling before M'r Alexander engaged in the business or outsold you in prices?

3198 Ans. It was not only on account of M'r Alexander that I was compelled to quit. In the winter season I sold forty or fifty carloads of coal per month. Others were selling coal lower than myself besides Alexander.

5. Have you not found that in some other kinds of business parties were able to outsell you or make money when you could not?

(Objected to *to* as immaterial and not cross examination. Objection sustained.)

6. Did you ever apply to the Milwaukee & S't Paul for coal at same price that Alexander was paying said co. for his coal?

Ans. No, sir.

7. Did you ever apply to M'r Alexander to let you have cheap coal in large quantities, so you could retail at a fair profit?

Ans. No, sir.

3199 8. What employer sold coal at Mason City? When, & how much, & at what price, & how do you know that they were agents of M'r Pickering? How do you know where they got their coal, & that they were authorized by M'r Pickering?

Ans. I did not say they (the employers) were authorized by M'r Pickering. The employers were John Lopperty, J. M. Hillger, and, I think, J. W. Parker, who sold coal. They sold it this fall and winter. Can't say how much. They paid at less than $4.50 per ton—at 4.27\frac{8}{10}$.

9. Was not the facility of Alexander superior, by means of his agency & connection with Mil. & S't Paul Co.?

Ans. No, sir.

10. May not Alexander have other facilities for doing more business than you & cheaper business? For instance, may he not have had a larger experience, be a better judge of coal, buy at a different
3200 market, have better credit, more ready money at his control, & have a larger business connection, acquaintance, & custom?

Ans. I think not.

11. Have you not said to M'r Pickering that the reason you quit the coal business was that the Mil. & S't Paul & Southern Minn. R. R. requested all the cars for their haul & contract, & that you could not buy coal, or words to that effect?

(Objected to as incompetent and hearsay. Objection overruled.)

Ans. I think not.

Int. 12. Then you have not quit selling coal?

No, sir.

Int. 13. How much does your coal cost you, all told?

Ans. $4.27.8 per ton, on the car at Mason City?

Int. 14. Are you obtaining your coal at the mines, or do you deal with the railroad company altogether?

Ans. At the mines.

3201 Int. 15. What do you pay at the mines, and does the Milwaukee & S't Paul get their coal at the mines 50 or 60 cents cheaper per ton than you do?

Ans. I pay $2.00 per ton. Can't say what the Milwaukee & S't Paul pay.

Int. 15. How much do you think you ought to make per ton on coal in order to do a thriving business?

Ans. $1.00 per ton to pay for all shrinkage, screening, and pay for handling.

Int. 16. Don't you sell the great bulk of your coal in the winter season direct from the cars, without handling?

Ans. No, sir.

Int. 17. Are you sure that Parker, named above, has been selling coal to any amount? If so, what amount?

Ans. I am not sure. I don't think he sold over two cars, and don't know that he sold any.

3202 Int. 18. Did you not claim to M'r Pickering that an employer by the name of French was selling coal, and was not said French thereafter discharged?

Ans. Yes, sir.

Re-examination of M'r Cameron by M'r Lacy.

Re-examination:

Int. 1. On account of what person have you been compelled to suspend receiving coal? Name them, if you have not already done so.

Ans. W. C. Barnard, J. W. Bilding are the only ones not already named.

Int. 2. Why did you not apply to Alexander for coal?

I did not expect I could get it. He was an employer of the M. & S't P. Co.

Int. 3. Do you mean to say that the competition of Barnard and Belding in part caused you to quit receiving coal?

3203 (Objected to as matter of opinion. Objection sustained.)

Int. 4. What did you understand by int. 1 above?

(Objection withdrawn.)

Recross-examination by M'r Boardman:

Int. 1. Do not Barnard and Belder, so far as your personal knowledge is concerned, all the time pay the Central precisely the same rate of freight on coal that you do?

Ans. Yes, sir.

Int. 2. You say that Alexander is an employee of the M. & S't P. R. R. Co. Is he not also their coal agent, and has he not been for a long time?

Ans. I suppose he has, but have no positive knowledge.

Re-examination:

Int. 1. Why, then, do you say that Barnard and Belding were instrumental in part in causing you to cease removing coal?

3204 (Objected to by counsel for receiver; such examination is argumentative, & witness claims that coal house now full. Objection withdrawn.)

Because they sold more coal.

H. W. McNeill and C. C. Gilman being their duly sworn, M'r McNeill was called as a witness in behalf of the complainant, and testified as follows:

Int. 1. What connection have you with the Consolidation Coal Company, and how long have you been in the coal business?

An. I am a stockholder and superintendant of that company; for about three years I have been in the coal trade.

Int. 2. State all the facts in your knowledge in relation to the contract between the Milwaukee and S't Paul Company and the receiver or M'r Bently; explain what connection, if any, T. H. Alexander had therewith, and give fully as you may know the history of the entire transaction.

3205 (Objected to all that part between Bently and the Milwaukee & S't Paul, as it does not appear that Bently was authorized to make any contract or say anything about it.

Received, subject to the objection of counsel, to be considered in the light of evidence to be introduced hereafter.)

Ans. I never saw the contract referred to, but learned from M'r Pickering that he made the contract, the price being, I think, freight $1.75, coal $1.50, delivered at Mason City, from May 1st, 1875, for six months, and coal $1.62½, freight, 1.87½, all per ton, for coal delivered at Mason City in the succeeding six months of the year 1875. Prior to the time of making this contract, and while president of the Iowa Central Coal Company—I think during the months of March or April, 1875—in company with M'r Gilman, I went to Milwaukee and offered S. S.
3206 Merrill in writing to supply his company with coal for himself
and the Southern Minnesota Railroad on track at our mines at the prices following: $1.50 for six months from May 1st, 1875, and $1.75 per ton for the succeeding six months. M'r Merrill expressed himself as satisfied with this proposition, provided his company could obtain from M'r Pickering the same rates of freight during the six months mentioned as had been in force for like service for twelve months prior to May 1st, 1875, and he agreed that he would undertake to get them, and did get them, as I had been informed. Before the 1st of May, and during the month of April M'r Pickering went to Milwaukee, or with the officers of the road somewhere else, and withdrew the rate, and he himself did, as I am informed, for the supply of the Milwaukee and S't Paul Railroad, at a gross price per ton, delivered at Mason
3207 City coal and freight added, the divisions of which I have given
before. I went to Mason City and telegraphed to Goalt about the contracts aforementioned in April, 1875. We did not succeed in getting the contract. After coming back I met M'r Pickering in his office, and he told me that he had made a contract with the Milwaukee folks at the prices named, provided he telegraphed them the trade was closed within a certain time, which I have forgotten, and asked me if our company did not wish to furnish part of that trade. I asked him what proportion he was willing to give us. He said the Black Diamond Company thought they ought to have more cars during the coming season than they had had during the last one. He said they thought they ought to have one half the entire trade. There was nothing stated by him definitely that would enable me to determine what proportion of cars he intended to give us at that time. I asked him then to throw
3208 the road open to that northern business on the rates of freight
mentioned by him in the division and allow our company the ege of bidding direct for those contracts on those rates, which he said he was not in a position to do. I then told him I would not furnish him a car of coal on that deal. A few minutes elapsed. I had a large force of men (250), two hundred and fifty. Our mines are extensive, and it is a matter of fact have three times the shipping capacity of the Black Diamond mines. From the fact that having so many men and our large mines would be standing still during the summer season, I

reconsidered the refusal and made a proposition to M'r Pickering in writing, and that letter I have lost & can't find it. The letter was dated in April, and about furnishing coal, and about the time of this conversation with *which* Pickering above referred to, occurred.

At which time the hearing was adjourned until 1½ p. m., when
3209 the same was further continued.

Int. 2. Have you any letter received by you from the general manager of the S't Paul road?

Ans. I have received a letter through the post-office, purporting to be from the general manager of the S't Paul road, in answer to a letter which I mailed to the general manager, which is marked "Exhibit A."

Int. 3. State all the particulars in relation to the furnishing of cars to the various mining companies at Oskaloosa during the past year.

(Objected to because no proof that within the scope of the employer's business to make these statements.

Answer subject to objection admitted.)

In May 1st up to some time last fall George Bentley controlled the distribution of cars between the mines subject to M'r Pickering's
direction. Since that time M'r L. F. Robinion, station agent, has
3210 had control of between the mines. M'r Bentley told me during the month of May that by M'r Pickering's order all cars for coal were to be divided half and half between us and the coal company, in reply to my protest, based on the ground that our mines were three times as large as theirs. In the winter and the fall, in fact almost immediately after the last term of the U. S. court, M'r Lowry's mines, which substantially had not up to that time shipped a car for a year, were given all the cars they could handle, day and night; this I know of my personal knowledge. I asked M'r Robinson, and he told me that he had an order to give M'r Lowry all the cars he wanted first. I can't answer the part of the interrogatory referred, to that of cars.

Int. Please examine M'r Pickering's letter-book and attach a copy of
the written proposition made by you to him in April, 1872, and
3211 make it part of this evidence as Exhibit G; also the original letter of Feb'y 24, 1875, copied in said book, and mark the same "Exhibit H." Make Exhibit G in as full and complete as you can from the letter-book.

Ans. The copy of Exhibit G is so dim that it is impossible to give all the words. It is given as full as possible, and I will attach both Exhibits G & H.

Cross-examination, by H. E. J. Boardman, for receiver.

Cross-examination:

1. Are you not also & for more than a year have been an officer of the Consolidation Co.; &, if so, what officer?

Ans. I have been an officer since first of May, 1875—superintendant.

2. Did you not try, in behalf of your company, to make a contract with Mil. & S't Paul in advance of other companies, & in advance of M'r Pickering?

Ans. Yes, sir.

3212 3. Is it not true that the Mil. & S't Paul preferred or insisted
on bargaining for coal with the Central R. R. Co., & not a mining co., in order to be sure of its haul & prompt delivery?

Ans. No, sir; it is not.

4. Was it not your intention to obtain the contract with Mil. & S't Paul, & fill the whole contract with your company & coal, & prevent the Black Diamond Co. from having any part or lot in the matter?

Ans. I suppose I did.

5. How do you know M'r Pickering met the officers of the road & withdrew the rate, & himself bid for the contract? Did you get this by hearsay?

Ans. My impression that I got that from M'r Pickering or M'r Cate; I think, M'r Pickering.

3213 6. Do you understand said contract by M'r Pickering was for himself or for the corparation of which he is receiver?

Ans. I understood it was made by him as an officer of the company.

7. Will you swear that you got a despatch at Mason City from Gault, from Chicago, & that it was in reply to one from you in Mason City, & that it stated that Pickering was then & there at Chicago bidding for coal?

Ans. I can't do that; I think it was sent to M'r Gilman. It was sent to one of us—M'r Gilman or myself. I was at Mason City. A despatch in reply to one sent to Milwaukee from M'r Gault, saying that M'r Pickering was at Chicago.

Int. 8. Did not M'r Pickering say to you that he was about to make a contract with the Milwaukee & S't Paul, but had not closed it, and that you could go up and see them, and make a contract yourself if you wished to?

3214 Yes, sir; provided I would pay the published rate.

Int. 9. Had you not seen the Milwaukee and S't Paul and bought to contract before that time of M'r Pickering's contract?

Yes, sir.

Int. 10. Had you not the year before, viz, the year 1874, had a preference over Black Diamond Company in No. of cars, leaving it to M'r Pickering to decide between the two coal companies, and in dividing to give you two-thirds?

(Objected to as not cross-examination. Objection sustained.)

Int. 11. Why did not the Milwaukee & S't Paul accept your offer of a $1.50 six months and $1.75 six months?

Ans. Because they got a lower offer from M'r Pickering, I suppose.

Int. 12. But you say in your testimony, don't you, that it was after this time and after you had been to Milwaukee that M'r Pickering went?

3215 Ans. Yes, sir. And also it was necessary for M'r Merrill to get a special rate some a year previous, before he would close any contract.

Int. 13. Then the fact is, you went to the Milwaukee & S't Paul and failed to make any contract, and then M'r Pickering went and did make one.

Ans. Yes, sir. We made what we considered a conditional arrangement with Merrill, the condition being that he could get as favorable rates of freight as given him the year previous.

Int. 14. Was there not a substantial combination or agreement between you and some others to get all contracts for coal from the northern roads & the Central, even if you had to furnish it at cost, and thus drive out the other mines and miners and ruin their business?

(Objected to as not cross-examination, and foreign to the issues
3216 referred to the special master. Objection overruled and complainant excepts.)

Ans. We had no combination. As to the Black Diamond Company, we certainly deserved to sell all the coal we could without caring whether they sold any or not. As to combination to ruin prices, we had none whatever, and my offer in writing to M'r Pickering is that our company will contract to sell him at very low rates for a term of years, and I personally offered him verbally to sell him coal for any length of time he would name at prices he would consider fair.

(Motion to strike out as not responsive sustained as to all below the words "and my offer." Complainant excepts.)

Int. 15. Did you not say to M'r Pickering that you would furnish all the coal to the R. R. co's if you had to furnish it at a dollar per
3217 ton, and would not that have been less than cost?

Ans. I don't know that I did, but might have done so in connection with the officers of any mining companies; a dollar or less than cost.

Int. 16. You wanted M'r Pickering, did you not, to get the best offer he could from others and then come and tell you, and you would shade the offer if you could get all the delivery to the Central Co.

Ans. I made an offer, which is in writing, which is in evidence as Exhibit H, I proposed to M'r Pickering. I offered M'r Pickering lower prices than he ever bought coal at before, and asked him, whenever a bid was made, to give me a chance to bid under it.

Int. 17. How many men had the Black Diamond mine to work?

Ans. I think on 1st May, 1875, they had 50 men, perhaps 55; allowing four men to the car.

3218 Int. 18. Do you claim or pretend that or believe that M'r Pickering, in making this contract with the Milwaukee & S't Paul, was engaging in a speculation on his own account?

Ans. The fact I know; the motive is beyond my understanding.

C. C. Gilman, being then called for the complainant, testified as follows:

Int. 1. Are you president of the Consolidation Coal Co., complainant?

Ans. Yes, sir.

Int. 2. Have you a copy of the letter written by you to M'r Pickering to which Exhibit C is an answer?

Ans. Yes, sir.

Int. 3. Attach said copy to your deposition.

(Objected to as not the best evidence. Objection sustained.)

Int. 4. Did you write a letter to M'r Pickering to which he gave answer, as Exhibit C?

Ans. Yes, sir.

3219 (Exhibits A & B to this evidence of Geo. Bently introduced in evidence.)

D. N. Pickering, being duly sworn on his own behalf, deposes & says:

1. Are you the receiver of the Central R. R. Co. of Iowa, & have you been such during the year 1875?

Ans. Yes, sir; from Jan. 7, 1875, to end of year.

2. State anything you may regard pertinent as regard the coal contract of the Ch., Mil. & S't Paul R'w'y Co. with the Central, giving the original of the contract, the reasons, amounts, & any particulars, including any con'ection that the Consolidation Co. & its officer McNeill had with such contract.

Ans. The ini'atory to that contract and the reasons which induced me to enter upon that contract arose upon the letter referred to as Exhibit H, and the conversations with McNeill at that time. M'r Mc-
3220 Neill, at the time that letter was written, stated to me he wanted to take the contracts for all railroad coal. That he was prepared

to give a very low price, and that he intended to take all the coal contracts for, say, a year from March 1st, 1875, and the rest from April 1st, 1875. This in Feb., 1875. And if it should become necessary would make the price as low as $1.00 per ton. I said to him that I did not suppose any of the miners could mine coal at a dollar. He said their mines were ready to lose some money, and that he intended to take the contracts at a price as low as a dollar per ton at the mines. I said to him with reference to the Central Railway Company's coal, I should like a written proposition, and that he could take paper at my desk and make out proposition, which he did, and it appears as Exhibit H to *to* the evidence. He wrote out the letter and handed it to me afterwards. At that
time we had some conversation as to shading the price. I said I
3221 could not do so without giving him the bids of the other companies,
and that I could not do. This conversation, with other matters which I will relate: I learned from M'r Bently, aforesaid, that M'r McNeill had been to Milwaukee, & had made an effort to contract with the Ch., Mil. & S't Paul R. R. Co. to supply them with all their coal for a year, their then existing contract expiring at the end of a year, & that M'r Ryer, sup't Iowa & Minnesota M. & S't P. R. R. Co., had said to him that before making any contract they, Mess. Merrill & Gault, would like to see me in Milwaukee. About the same time, or very soon after, I rec'd a letter from Van Horn, the gen'l manager, which I annex as Exhibit J. After receiving the notice from the 2 companies mentioned, the desire expressed by them in both cases to call & see them, I responded by telegraph to Mess. Merrill or Gault, or both, & also to M'r Van Horn, in which I
stated to them I would be in Milwaukee, & requested Van Horn to
3222 meet me at the Ch., Mil. & S't Paul office. This occurred in April,
1875. I went to Milwaukee in company with M'r Geo. Bently, the selling agent of the coal mining companies on the Central. On our arrival at Milwaukee, I learned that Mess. Merrill & Gault had been suddenly called away, but that they would be home, in Milwaukee, the following day. We remained over & repaired to their office about 11 a. m., & had an interview of some 3 hours with both Merrill & Gault. I stated the object of the visit in connection with M'r Bently, the coal companies' selling agent, that we had come prepared to make a contract with their company for coal. M'r Merrill or M'r Gault, I asked of, whether we could enter into a contract, &, if so, at what price. They said they wanted me to state at what place we would deliver coal to them. Having consulted with M'r Bentley, my answer was that we would fur-
nish the coal at 1.75 per ton, & freight same as previous year,
3223 viz, 2.00. They declined, as they said had a better offer. I re-
quested M'r Merrill to give his best offer, including freight, so we could consider. They said they was not prepared to make an offer, but wanted the best offer I could make, & they would take into consideration. I then named a price, 3.65 doll's for the entire year, one uniform price, which they declined. I then said I would withdraw the proposition at $3.65, & requested them to make up their minds as to best price their company woul' pay & then inform me, & then I would answer whether we would accept their terms or not. They stated to me they would consider & let me know further. We then left their office for hotel at say 2 p. m. On reflection at hotel, befor' leaving Chicago, I wrote a letter in which I said I would allow the price I had named,
3.65 per ton at Mason City, for their further consideration of the
3224 matter. While in Milwaukee, I received a dispatch from M'r
Van Horn, stating that he was unable to come to Milwaukee, & requested to meet him at La Crosse. The Milwaukee & S't Paul said

whatever they did M'r Van Horn would ratify as to prices, and we did not mee him at La Crosse. The first done about it, & I afterwards learned that the Milwaukee co. desired a further interview. I went to Milwaukee and negotiated for terms which resulted in an offer after a long negotiation of three dollars and twenty-five cents *dollars* per ton for coal on cars at Mason City. I said the price too low to think of closing a contract, nor would I take the offer they made to the coal mining companies, but if they would offer $3.25 per ton for the four summer months, an' $3.50 per ton for the rest of the year, I would take the offer to the mining companies, and if they would accept such proposition of that offer that I reported to M'r Clark (Ezekiel Clark) the offer that
had been made, who is, I think, the president of the Black Dia-
3225 mond Company; the division agreed upon in price during the year
was the coal to be $1.50 cents for 1st six months, & transportation $1.75 per ton second six months, the price for coal $1.62½ cents, transportation 1.87½ per ton on the cars, the transportation to be to Mason City. Merrill & Gault said the reason of the low price offered by the Milwaukee company was that they could obtain coal at north McGregor, from barges on the river, at 3.00 per ton, and the cost of discharging the coal from the barges to the cars was 15 cents per ton, but they would give us a preference of ten cents per ton to save the storing up of coal in the summer season for the winter months. Within the week given for the acceptance of them terms, the Black Diamond, through its officers, agreed to the terms named above. At the time of their acceptance might be equitable, they giving me one week in which to give
an answer. I would see the mining companies and see what they
3226 would do as to dividing the freight and the coal to the satisfac-
tion of the R. R. co. and the mining companies. They said to that proposition they could not give the large price for eight months, but would divide the year equally at the request of M'r Merrill, the contract before on the 1st of May, at 3.25, and was, at that, to continue until the 1st of November, the following six months the price to be $3.50 per ton. At the time of making this proposition, M'r Bently was not present. I was authorized by letter from M'r Clark, which is hereto attached as Exhibit K to this evidence, to make a price as low as $1.50 per ton. (Testimony as to letter objected to, and admitted subject to the production of the original.) On my return the Consolidation Coal Co. was not a party to the acceptance of their terms. I stated to that company that I claimed to reserve the right for the Consolidation Com-
pany to come in and take their share, if they chose so to do, to
3227 which Ezekiel Clark, and Thomas Height, sup't, assented for Black
Diamond Co. Then the question arose as to the proposition the Consolidation Company was to have, and they answered that they thought their co. should have one-half the contract in consideration of the fact that they had agreed to furnish all the coal in case the Consolidation should refuse, the officers of the Black Diamond agreeing to develop their mines sufficient to furnish all the coal under the contract in case the Consolidation refused to participate in the contract, the Black Diamond mines not being then sufficient to furnish the coal in the winter season.

At which time the hearing was adjourned until Monday the 10th day of January at 9 o'clock, at which time the hearing was further continued.

M'r Pickering on the witness stand. Exhibits J and K, the original not being produced, are ruled out.

The proposition submitted by Gant & Merrill and afterwards accepted by the coal companies was made on the Saturday 10 of April,

3228 1875. Upon that very day I went to Chicago; from there I tele-
graphed Ezikiel Clark, at Iowa City, requesting him to meet at the
depot on the Sunday's night train from Chicago. Clark met me there,
and going with him on the cars to Grinnell he told me he had sent a
telegram from Haight, sup't, to meet him at Grinnell. We found M'r
Haight at Grinnell. M'r Clark told Haight the proposition which I had
told Clark on the way. He (Clark) told Haight he wanted him to go
with me to Marshalltown to fix the terms as to division between freight
and price of coal. M'r Haight & myself agreed upon the division as
stated in my testimony; this on Monday the 12 of April. The next day
was the *the* date of the letter which is known as Exhibit P to the evi-
dence, dated April 13th. Previous to the writing of letter, McNeill said
to me in my office that I had been making a contract for coal up North.

I said I had been to Milwaukee and received a proposition from
3229 the Milwaukee Co.; stated that the terms that I had agreed upon
division of the sum which I named to him with the Black Dia-
mond Coal Co. That I had reserved the right fo' to his co. to partici-
pate in that contract if they chose upon the same terms already agreed
upon by the Black Diamond. Upon that M'r McNiell wished to know
what proposition of *of* cars would be allowed his co. if it accepted. I
said one-half, saying, also, I had said to the Black Diamond should they
fail to furnish their half and the Consolidation Co. could, that the Consoli-
dation should have more than one-half, and vice versa. M'r McNeill
says to me in reply, "If you will give me the entire contract I will give
you ten cents more, as your proposition than you agreed with the Black
Diamond, with this condition that I should give the extra ten cents per
ton to the Hardin and Mahaska Coal Company." I then said to him that
I had come down to hard pan and counted the Hardin & Mahaska
Coal Company out, which company simply acted as a commercial
3230 agency. M'r McNeill replied that he would not furnish coal under
that arrangement & would close up his mines. I said, "Did you
mean that. If you do, I will see of the Black Diamond will not be able
to fill the contract which they have made, and that I thought they could."
His answer was, after a few moments, hesitation, "I don't meanthat. I
will take one car or any No. you choose to give us." He then said I
would like to.

(Motion by complainant to strike the portion of the above answer so
far as it relates to *to* the officers of McNeill, which are contradicted, al-
tered, or varied by the letter in evidence as Exhibit X.

Motion sustained as to conversations related as occurring after the
making of the contract with the Milwaukee & S't Paul Co.)

I said to M'r McNeill after this written proposition, this contract so far
as the Milwaukee & S't Paul Co. is concerned have not been noti-
3231 fied of its acceptance. This is Tuesday and I have until Saturday.
You may go to Milwaukee and *and* make the contract with the
Milwaukee Co. & Southern Minnesota Co. on the same rates as agreed
upon by the Black Diamond. I mean furnish all the coal to that com-
pany, and I will not send the acceptance by the Black Diamond and the
Central of the proposition, if I heard from him before Saturday. If he
got the contract I should not send acceptance, and that he could have
the same rates for transportation as the Black Diamond was to be al-
lowed. M'r McNeill declined to go during the portion of the year from
November 1st to May 1st; two-thirds of the coal transported during the
year is carried over the road.

3. State whatever you may know as to the dealing & connection of

Alexander, the agent of the Mil. & S't Paul Co. at Mason City, with the matter.

Ans. I know nothing of my own knowledge. I was informed by
3232 M'r Bently that there was a M'r Alexander at Mason City the coal
agent of the M & S't R. R. Co., who distributing coal to private parties along the M. & S't P. Railroad, which coal had been billed over the M. & S't R. R. Co. under their contract, and as I believe fully under its control, & I told M'r Bently to prohibit coals being sold there billed to M. & S't P. R. R. Co. under the contract.

4. State whether said Alexander has ever purchased any coal of you or of the Central R. R. Co.; &, if not, who has he obtained his coal of?

Ans. He never has obtained coal of the Central, or of Bently, but of the M. & S't P. R. R. Co., he acting as their agent.

5th. Also inform how far, if at all, by the terms of the contract with Mil. & S't Paul & Southern Minn. R. R. Co. you was authorized to enquire into *to* the disposition said R. R. Co. might make of their coal?

Ans. I did not consider myself bound to inquire at all, except
3233 they were prohibited from selling coal at Mason City shipped over
our road, and if any by them there it was without my knowledge or consent.

6. What knowledge have you of agreement with any person or persons or of any combination by which the Central R. R. Co. while you have been receiver has made discrimination & given more favorable rates for coal or transportation to one person than another?

Ans. I know of no combination for that purpose or any other.

7. What secret or collusive arrangement had you while receiver had with any person or persons as to rates of transportation of coal?

Ans. None whatever.

9. Have you, while receivers, been accessory to the giving of better rates to some person or persons than to others for same services, or to
some railroad companies than others?
3234 Ans. Never, unless the circumstances were entirely different as
to quan'ity and condition, as in the case of the competition of the river with our line at the competing point, Mason City.

9. Look at Exhibit C, the letter written by you to O. C. Gilman, and give any explanation you may desire of its contents & the reference made to Alexander.

(Objected to as an ambiguous and not requiring explanation. Objection overruled)

Ans. Beginning with the words "exhibit through Alexander," to the end, I wish to explain what I here say of Alexander is said of him as the agent of the M. & S't P. R. R. Co., through whom all the coal companies had furnished coal to the M. & S't P. & S. Minn. R. R. Cos. under the contract referred to up to December 1st, 1875. On the 30 Nov., 1875, I was absent for three weeks at the east. During this time
McNeill, on behalf of the Consolidation Co., I learned, refused
3235 to furnish coal at the price at which it was previously furnished,
and he agreed upon change of price for coal, and the transportation by M'r Bently was made, in which it was agreed that the Cons. Co. should receive $1.75 per ton, and Alexander, agent, agreed that on coal for domestic purposes $2.00 should be the price for transportation.

10. State any conversations had between you & the officers of the Consolidation Coal Co. pertaining to rates & coal, & also the procedure of said co. toward Alexander.

Ans. I had no conversation with the officers of the Consolidation Co as to this matter. In addition to my answer to former question, & i

responsive, & counsel consent, I would say that on my return from East, in Nov., 1875, I learned from Bently (in latter part of Dec., 1875), that the Consolidation Co. had declined to deliver coal for domestic use, under the Mil. & S't Paul contract, at the contract price, 1.62½ per ton, & that Cons. Co., by McNeill, stated that they would be satisfied
3236 with 1.75 per ton, & would furnish any quan'ity to Alexander, as
agent, at that price, & he, Alexander, as agent, consented that for domestic use the rate for domestic purposes should be 2.00 per ton. Freight & coal had been accordingly so billed in my absence. Coal for domestic purposes had gone forward, McNeill claimed, but I did not know it to be true; had been carried to the Mil. & S't Paul under their contract.

11. State the discriminations, if any, made toward the employers of the Central prior to your administration *was* president, & the procedure since you have been receiver.

(Objected to as incompetent and immaterial, and foreign to me as referred to master.)

Ans. Before my administration received half rates of freight on coal and all other articles, and desired me to continue the same, which I declined to do, arguing, as a reason, that the company would pay
3237 them full wages, and that the road was in no condition grant
them that four, but whatever they transported over road at full rates would help the company to pay their dues, and that they have at all times paid full rates.

12. Look at Exhibit D & give any explanation you wish of those items, & why the initials D. N. P. were annexed upon the books.

Ans. When I rec'd notice from an employee that he wanted coal, & who it was for, I gave the order myself by telegraph, or directed the order to be given in my name to Bently, to send the coal forward as directed in the order, & I presume M'r Bently or clerk made marks "D. N. P." to shew I had given the order. I had no interest in said coal from employees; received none of the money paid, & every car named in said exhibit pay the Central the regular tariff. I had no commission or gain whatever. They, the employers, & all parties therein mentioned, solicited the coal, & I did not in any instance. I was
3238 boarding at hotel, & some coal was ordered when I was away by
the landlord, and I had no interest or commission. It was furnished direct for accommodation. The prices named in said exhibit are the prices the mines charged for coal, & has nothing to do with the transportation.

13. Explain as to the rates given the respective mining companies north, to wit, Bl'k Diamond & the Consolidation Co.; also on any circumstances & conversations with officers of the complainant.

Ans. They had the same rates. The Black Diamond was on the main line, & its trains or cars could be taken away by our regular trains. The Consolidation Co.'s mines, situated 2½ to three miles from main line. There were spars from the McBride south from cars main line to at end of this switch to the openings three, in No. The grades are heavy and
3239 track crooked. The trains on m*ane* line can't do the work except
for a short season in the summer, when settled coal is being furnished. We had to furnish extra crews and an engine to do that work, and I consider it more to transport coal from Consolidation mines than from coal-field. The price has always been uniform from 1871 to the present time. M'r McNeill complained and thought he ought to have a better rate. I stated to him if he would deliver the coal so that it could be reached from the main line, the tariff should be computed on exact

mileage, the coal might be hauled. That was never done, and the matter has rested until present time.

14. State any other matter or thing pertinent to this investigation.

(Objected to, as to' general in its character, and as intended to give the witness *be*cause to state irrelevant matter, and as not calling for any fact.)

The receiver here offered under this interrogatory to show facts tending to establish the answer of this prosecution that it is vendic-
3240 tive and malicious, and based upon the*ir* two ideas: 1st. That M'r Pickering has heretofore supplanted the complainant in the management of the road; 2nd. That the receiver has refused to aid the Consolidation Company in its desire, as expressed here to-day, to clean out old Clark in ten days, meaning Ezikiel Clark and the Black Diamond Co.

(Objected to by complainant as immaterial and irrelevant. Objection sustained and receiver excepts.)

15. State what M'r Cameron may have said to you if he applied to you for lower prices, & what you said to him.

Ans. He once asked me for lower rates, and I told him I could not give him them, as he had the same rates as all other parties at Mason City except the R. R. Cos.

16. State what you knew as to M'r Barnard that Cameron spoke of, & what price he pays for coal.

Ans. He pays the same as M'r Cameron, the tariff rate.

3241 17. Has there ever been any understanding, directly or indirectly, between you & any other person, that you or they or anybody should de*sire* any pecuniary or other advantages from the contract made with the Mil. & S't Paul & Southern Minn.?

Ans. None whatever.

18. What is this last year the probable total amount that said companies took under that contract?

Ans. My judgment is about 50,000 tons, possibly sixty, the accounts are not all made up. There are about 11 tons in a car.

19. Did you or did you not understand when that contract was made, & do or do you not *you* now believe that the Central would have lost that haul unless the concession below tariff was made?

(Objected to as immaterial and incompetent and leading. Objection overruled and complainant excepts.)

3242 I do believe we would hav*ing* lost the entire business, having been *been* offered by Mess'rs Merrill & Gault, that unless they could get their coal at the price proposed, they should not contract for Oskaloosa coal.

20. Where would the Mil. & S't Paul obtain their coal, if not over the Central?

Ans. From the river the competing point named by manager; Mil. & S't P. R. R.

Int. 21. Referring to Ex. H, dated Feb'y 24, '75, do these prices there given refer to coal at the mines or to transportation?

Ans. To coal at the mines on the cars.

Int. 22. What bargain did you thereafter obtain for coal at the mines for the Central, & what companies furnish it?

Ans. At $1.50 per ton for the entire year, the Consolidation & Black Diamon' each furnishing equally.

About what amount of coal did or will the Central use from May, 1875, to May, 1876?

3243 Ans. I can tell.

Int. 23. Looking at written Exhibit X, of McNeill, Ap'l 13, '75, state what part of said statement is incorrect. I refer to that point where he writes, "I now say as I have said in writing before."

Ans. No such statement as "that we will sell you coal at very low rates, and will contract to do so for a term of years," was ever said by Mr. McNeill to me, verbally or in writing prior to that date of April 13, 1875.

Int. 24. To what extent had Bently acted as agent for other mining companies, previous to going with you to Milwaukee, & how did you suppose he was then acting?

Ans. He had acted as the agent of both companies, and had been acknowledged by both to be their selling agent, and no other, and con-
tinued say to May 1, 1875, except for coal contracted to R. R. Co's,
3244 and if I should have felt authorized, me closing a contract with
M'r Bently at the rates of the previous year.

25. Do you know of any offer made by the Consolidation Co. to the Central for its coal, or for transportation, in connection with price at banks that would on an average be better for the Central? If so, state & give reasons.

(Objected to, immaterial & incompetent, & calling for legal conclusions.)

Ans. No, sir; none as good.

26. State whether either of the mining companies adopted the contract as made with the Mil. & S't Paul, & how long they *seen* under it, which broke it, or tried to, & when.

(Objected by complainant as calling for legal conclusions. Objection overruled.)

Ans. Both run under it to December 1st, and the Black Diamond
still does so. The Consolidation repudiated it Dec. 1, 1875, after
3245 portion of the coal delivered to the M. & S't P. R. R., sold by
Alexander, agent, for domestic purposes.

27. State in what respect the price you did obtain coal for the Central at the banks is better than the price offered by McNeill, viz, 1.50 for 6 mon., & 1.75 for 6 mo's.

Ans. 25 cents ter ton for the last six months of the year, which is the reason when we use far more coal than within next six months.

28. State also in what particulars the rate of transportation y'o do obtain, or did in 1875, is better than the 1.90 to Mason City, suggested by McNeill, with 10 c'ts out to Hardin & Mahaska.

(Objected to as assuming facts not proven, and asking for a legal conclusion, and calling for the opinion of witness, and as absurd. Objection sustained.)

No offer of $1.60 per ton for freightage was made by M'r McNeill and
refused by M'r Pickering except the written offer.
3246 29. In the matter of rebate, two or three hundred dollars re-
ferred to by M'r Bently as on his books, what do you know about
it, and has it ever been allowed by the Central?

Ans. I know nothing about it, except during the item on M'r Bently's books, and there was no such agreement by which such agreement should be allowed, nor had it been allowed.

Cross-examination of D. N. Pickering, by M'r Lacy, for complainant.

Cross-examination:

Int. 1. Is it not true that you are the personal enemy of M'r McNeill and M'r Gilman, officers of the Consolidation Co.?

Ans. I am not, nor have I ever been.

Int. 2. Is it not true that you have *frequently* taken such steps as you could, to prevent the Consolidation Co. *from* doing more business than the Black Diamond Co.?

3247 Ans. I never have.

Int. 3. Have you any stock in any coal co.?

Not one dollar, and never had.

Int. 4. What coal company or companies do you hold stock in, in either your own name, or in, by, or through some other person?

Ans. None whatever, no interest in any coal company operative or other, nor coal lands.

Int. 5. How many coal companies are there at Oskaloosa in business; are they not all strong and wealthy companies?

(Objected to as not cross-examination. Objection sustained.)

Int. 6. Did you not, under oath, file an affidavit in which you stated before the U. S. court that you de*sir*ed that McNeill ever furnished you any such offer, or better, as the one copied in your letter book, April 13, 1875?

3248 (Objected to as not cross-examination, immaterial, and incompetent, and the affidavit would be the best evidence. Question withdrawn.)

Int. 6. Did you not, on the hearing of a case at Des Moines, in the same *foreclos'er* suit, file an affidavit in relation to the matters that took place April 13, 1875, and did you file more than one?

Ans. I did, but only one.

Int. 7. At whose request did Bently go with you to Milwaukee?

Ans. At my request.

Int. 8. Did Merrill say who had made them a better offer than your first offer?

He stated that the offer came from parties down the river not named.

Int. 9. Why did you not notify McNeill after your first trip to Milwaukee that there was a desire *in* the part of the Milwaukee Com-
3249 pany to close a contract, and why did you not make their offer known to the coal companies?

Ans. For the reason that I wished to ascertain what price could be obtained, and then to determine whether the offer made by those companies would be accepted by either or both the mining companies mentioned, on consultation with them as to the division of that offer.

Int. 10. Where is the letter that you had of Clark? Produce it.

Ans. That I have not been able to find.

Int. '1. Is it not true that McNeill offered to furnish coal at less than the Black Diamond Co. did through Clark?

Ans. No, sir; no direct offer. I did not consider the shading proposition an effect.

Int. 12. Why were you so particular in looking after Mr. Clark's interest?

3250 Ans. I was looking after the Central Railroad's interest—not M'r Clark's or the consolidation.

Int. 13. Will you state, on the oath, that in April, 1875, Geo. Bently was selling agent of the mining companies? Was he not at that time the paid agent of the Hardin & Mahaska Coal Co.?

Ans. He was paid by the Hardin & Mahaska Coal Co., but was the agent of both coal companies outside of the Hardin & Mahaska; his compensation was a part of the compensation the Hardin & Mahaska received for doing the business.

Int. 14. Did you *or* Clark between the time of your first and second trips to Milwaukee?

Ans. I did.

Int. 14¼. Did you see any of the Consolidation Co.'s officers between said trips?

Ans. I don't recollect.

Int. 14¾. Did you see them negotiating such trade between such trips?

3251 I don't recollect that I did.

Int. 15. Were you in Chicago negotiating with any one for a coal contract in the spring of 1875—in April or May?

Ans. I was not.

Int. 16. Will you say that on the 18th of April, 1875, the coal companies had accepted the contract?

They had not.

Int. 17. Why did you telegraph to Clark and give no information also to McNeill?

Ans. M'r Clark desired me to represent his company; that is, he desired me to represent him on my second visit. I was acting for M'r Clark at his request, and it was important to have the settled whether their offer would be settled or not.

Int. 18. You closed up the contract then with Haight, and gave
3252 him the first chance, without consulting any other of the coal
producers?

Ans. I considered it proper to close with either or both prior to the time when mentioned in the contract M. & S't P. R. R. Co. I did close with him without consulting the others.

Int. 18¼. On your trip to Milwaukee, then, you was acting as receiver, and as agent for the Black Diamond Coal Co.?

Ans. I had a rate authorized by them at which they would sell their coal, a minimum price; to that extent and only to that was I agent for Black Diamond.

Int. 18¾. Why did you not also get McNeill minimum rate, too?

Ans. I did not apply to either Clark or McNeill. M'r Clark proposed the matter to me, informing me he could not go to Milwaukee, saying he intended to go, but could not do so on account of sickness.

3253 Int. 19. How do you know the date at which the contract was closed with the Milwaukee Co.?

Ans. I know the date, and had a memorandum of April 10, when I was in Milwaukee. The agreement then was that the acceptance was to be during one week.

Int. 20. Show to the master any date from which you state that the contract was closed on the 10th.

Ans. It was not.

Int. 21. Did you telegraph an acceptance before 13th of April?

Ans. I did not.

Int. 22. Although McNeill had offered a lower price than Clark, yet you closed the contract with Clark without McNeill knowing it?

Ans. I said McNeill had not offered a lower rate or as low.

3254 Int. 23. Will you, in the light of these facts, swear before the
master that you are not in some manner, directly or indirectly,
interested in the profits of the Black Diamond Co.?

I swear most solemnly before God that I have not nor ever had.

Int. 24. Will you swear that you are not personally hostile to the Consolidation Co. or its officers?

I swear that I am not, nor the fair development of any of its interests.

Int. 25. Then you refused McNeill's offer of 10 cents more than Clark for freight, although it would save you 14 miles of haul for your engines? Did you not?

For the reasons I have previously stated, I did not.

Int. 26. Why is that you now swear in detail and fully about the conversation, and within proposition of 13 April, 1875, and yet
3255 filed your affidavit in this court at Des Moines denying the whole conversation, and especially denying the letter, and even yesterday denied its existence in fact of such letter in the presence of the master?

(Objected to as assuming facts not proved and papers not produced.)

Ans. to int. No. 26. The reason I will state to be this, that the conversations were all fresh in my recollection, while a written paper was in no way acted upon and for this reason was not remembered.

Int. 27. Is it not true that on April 13th, 1875, you had not yet accepted the contract with the Milwaukee Co.? Is it not true that you had then only contracted with Clark or the Black Diamond Co.?

(Question withdrawn.)

Int. 28. When you told McNeill that he might bid for the whole contract, did you not tell him that the rates you would give him would be the Granger rate, as you term it?

3256 Ans. I did not; I did state to him that he could have the same rates that was satisfactory and accepted by the Black Diamond.

Int. 28½. Then you offered McNeill a better rate than he proposed in his written proposition of April 13th?

Ans. I had accepted—I had, rather, settled with the Black Diamond Coal Co., and the verbal offer made by McNeill and its conditions made it a more unfavorable price to the R. R. co.

Int. 29 Why did you raise the rate on Alexander for 1876?

(Question withdrawn.)

Int. 30. Did not McNeill complain to you that Alexander was dealing in coal and had a special rate lower than other parties?

Ans. No; he did not.

Int. 30½. Who did?

Ans. No one.

3257 Int. 31. Did you inform McNeill at any time that Alexander was furnishing coal for domestic use?

Ans. No, I did not inform McNeill that Alexander was furnishing coal for domestic use. There was about a year or a year and a half used.

Int. 32. Is it not true that the main line now operated by you runs to Ottumwa instead of Albia, and that the Black Diamond mines are between Albia and Eddyville?

Ans. No, sir; the main line runs to Albia. They run a portion of our trains to Ottumwa; the Black Diamond mines are between Albia & Eddyville.

Int. 33. Is it not true that until very recently the same engine that brought the cars of the Consolidation Co. to Oskaloosa also brought the Black Diamonds Co.'s cars.

3258 Ans. No, sir; there was a special engine usually operating to do the business of the Consolidation Iowa Central Co's for 2½ to 3 years.

Int. 34. Is it not also true that all coal trains proper are made up at and start from Oskaloosa?

Ans. I should say not; the train *h*aving Coalfield from Albia, if there was not sufficient load to make up its train, would take enough coal to make the train that what is competent to carry. This has varied according to the exigencies of the business.

Int. 34½. Is it not true that the engine that handled the cars of McNeill also handled Clark's coal cars usually, until the last few weeks or until quite recently; I mean as a general thing for the last year?

Ans. I should say that during the season of the year when the engine was competent it did, when not it did not.

3259 Int. 35. Is it not true that for all coal shipped from Oskaloosa
with a uniform extra rate for twelve miles of haul has been charged
by you?

Ans. For the reason stated for the extra services and to include that; yes, a uniform rate being charged from all the mines.

Int. 36. Is it not true that in this way you charge McNeill's Company full mileage; but give Clark's Company a rebate of 14 miles or thereabouts of mileage on the round trip where the cars where handled by the special engine?

Ans. No, sir; it is additional mileage on McNeill's Company to compensate for additional service.

Int. 37. Is it not true that you charge for coal loaded on track by Lord and others at Oskaloosa the same price as from Clark's mines?

Ans. I don't think that Lord has furnished a pound of coal.

3260 Int. 37½. Is not all coal shipped from Oskaloosa and loaded on the
cars there (I mean from Burke's, Lord's, and other banks) charged
the same rate as the coal from below Oskaloosa?

Ans. I don't know anything about Lord's mines or any other mines immediately about Oskaloosa. I know all coal is billed from Oskaloosa and same rates to all points on line of our road.

Int. 37¾. Will you swear that no coal has been loaded in the cars at Oskaloosa for shipment during the last year?

Ans. I will not.

Int. 37⅞. Is it not true that you ordered all rates from Oskaloosa to the same on coal without reference to whether wanted there or at Clark's or McNeill's?

Ans. I never made any such order.

3261 Int. 37 $\frac{5}{10}$. Is it not true that the engine can pull double the
amount out of McNeill's mines to the main track that it can haul
up the grade immediately south of Oskaloosa over which grade all trains
pass?

Ans. No, sir; my judgment is that from Consolidation mines the coal that can be drawn is 20% less.

Int. 38. Why do you charge on Lord & Co. & other coal mines at Oskaloosa the same rates that you do from Coalfield, 14 miles south. What is your excuse for this discrimination against the Oskaloosa miners in favor of the Coalfield miners?

Ans. I have no knowledge that any such parties have been shipping coal there, having been no complaint that would lead to such knowledge.

Int. 39. Did you tell McNeill, and do you not know that the river competition was unsubstantial and of but little if any importance in the way of competition.

3262 Ans. Never has any such statement been made by me to Mc-
Neill; I have no information, except that from the Milwaukee &
S't Louis R. R. Co., that would lead me to form an opinion.

Int. 40. Is not the working capacity of McNeill's mines very much larger than Clark's.

(Withdrawn.)

Int. 41. Do you know that M'r Haight, of Clark's Co., has demanded in making a higher rate for the Centrals Co's coal from Sept. 1, '75 than $1.50 per ton?

Ans. They have never done so to my knowledge.

Int. 42. Did not M'r Haight tell you that he wanted to sell his own coal, and did you not give his brother Silas Haight a pass to go over your road and make sales on his own account for Clark's Company without interference in any way with Bently, or the H. & M. Coal Co. within the last year.

3263 I had always told all parties that inquired of me that they had to go upon to sell their own coal, notwithstanding the arrangement with Bently. They could break away from Bently when they pleased; that was an affair between them and Bently.

Int. 43. Is it not true that previous to May 1 Bently was acting for the H. & M. Coal Co., and received his pay from that co., and that that co. bought the coal of the mining co's, and sold it again on its own account?

Ans. I can understand that up to May 1, 1875, that all the coal was sold by the Hardin & Mahaska Co. and accounted for by that company to the coal co's.

Int. 43½. Who paid your freights thereon?

Ans. The parties receiving the coal; I think very likely some was prepaid by M'r Bently.

3264 Int. 44. Did you not know that it was true that Bently had no authority to act for the coal companies in the Milwaukee contract of 1875?

(Objected to as not cross-examination and assuming Bently to have so sworn.)

I did not know that he had not authority; believed he had then, and believe so now, and think he had all authority to make all contracts except the R. R. contracts up to Dec. 1, 1875.

Int. 45. If Bently had authority to find McNeill & Clark, why did you consult Clark before closing contract?

Ans. Because I had been requested by M'r Clark to represent his mines.

Int. 46. Did you not know or believe before contracting that McNeill would give you a lower offer than $1.50 for your own coal, if you would open your offer to bids?

(Objected to as immaterial and calling for opinion.)

3265 Ans. It had been opened and bids had been made by both parties, and I believe it would have been dishonourable in me to take any other course than I did take.

Int. 47. Where is the letter of C. C. Gilman to which your letter in evidence is a response? If you do not produce it, say if Exhibit Y is a true or substantial copy. (Withdrawn.)

Int. 48. Are not your agents or attorneys or some of them stockholders in the Black Diamond Co., and have you not tried to protect their interests?

(Objected to as immaterial to inquire into the stockholders of either co., and the whole question objectionable as calling for an opinion, and not proper cross-examination, and books the best evidence. Objection sustained.)

Int. 49. Do you not authorize your agents to collect bills of coal for the Black Diamond Co. or Bently for that co., marked up on the
3266 bills as advanced charges, so as to send coal practically C. O. D.?

(Objected as not cross-examination, and immaterial; withdrawn.)

Ans. I have never given any orders in that particular authorizing them to make collections; they may have done so.

Int. 50. Is it not true that you have directed your agents not to collect bills thus for the Consolidation Co.?

Ans. I never did.

50¼. Did you not positively refuse M'r McNeill that privilege?

Ans. I did not.

50¾. Did you not, in the presence of R. E. Sears, on the Central train within the last month, so refuse?

Ans. I have never instructed our agents allow advanced charges to be so marked. I did not so refuse.

3267 Int. 50⅞. Did not L. T. Robinson come up and tell you that he had let McNeill thus collect in your absence East this fall?

Ans. I don't recollect that he did, nor do I think that he did; nor should I give such an order.

50⅛. Repeat the conversation you had with McNeill in the presence of R. E. Sears on the Central train between New Sharon and Oskaloosa.

Ans. I don't recollect any conversation relating to this subject.

$50\frac{3}{16}$. Did not McNeill ask you for what reason you refused to permit him to so collect his charges for coal, and did you not reply in the presence of said Sears that if you don't like to trust M'r Bently to sell and collect for your coal you can sell it on your hook, or words to that effect?

(Objected to as immaterial. Objection overruled.)

3268 Ans. My judgment is that I never made any such statement.

Int. 60. Is not your memory very treacherous?

Ans. I am not aware that it is.

61. What is your age?

Ans. My age is 63 years and twenty days.

62. You say that you do not realize any improvement of your memory?

Ans. I do.

Int. 63. How many bids did McNeill make and how many did Clark make for your coal?

Ans. They made one each, as——

Int. 64. Did you tell Clark what McNeill's bid was when you contracted with him?

Ans. I did not; nor did he know from me that McNeill had made a bid.

3269 Re-examination of M'r Pickering by M'r Boardman for the receiver:

What did you say to McNeill when he claimed to you 1½ y'rs ago that Alexander was getting coal for domestic use?

Ans. He said he believed that M'r Geo. Bently and parties interested in the management of the M. & S't P. R. R. were making some money, and of a portion of the coal forwarded to the M. & S't P. R. R.; I told him of that. I had no knowledge; it was a matter of suspicion.

What propor'tion did you make to the Consolidation Co. or McNeill as to the haul of coal, if said co. would bring out its own coal to the main track?

Ans. The tariff was to be computed on the actual mileage from the switch; in the main line the tariff should be computed on actual mileage.

Here the re-examination ends.

3270 **D. N. Pickering**, being recalled for himself, testified as follows:

1. State anything you may wish as to the writing of 13th April, 1875, signed by McNeill & shown by your copy book.

(Withdrawn.)

2. State how cars were divided out to the different mining companies as far as you know.

Ans. During the whole administration of M'r Bently the cars were subject to his orders, he being the selling agent, and all orders for coal going to him with directions to divide them according to terms agreed upon by two companies, this up to November last; and since November M'r Robinson was to attend to the distribution of the cars, and his orders to go that they were distributed so that all parties could be satisfied.

3271 3. How many times prior to this time had the complainant or its president endeavored to make trouble against you as manager of this Central?

(Objected to as immaterial and incompetent and not . Objection sustained.)

And here receiver rests.

H. W. McNeill recalled in rebutting.

Int. 1. State about the grade & road from your mines to Oskaloosa, and the grades on the main line, and also your personal knowledge of the working of the engines in hauling the coal-cars.

(Objected to immaterial, not rebutting, cumulative, belonging to the original. Objection overruled.)

Ans. The distance from main line to our No. 1 mine, about a mile; to No. 2, half a mile further; to No. 3, another ¼ of a mile. It is the invariable custom when loads enough are there to justify it for the
3272 engine to pull out of our a train so long that by stopping at the
foot of the grade below Oskaloosa they can get that train into Oskaloosa by doubling.

Int. 2. State what you know, if anything, about any coal having been loaded on the car at Oskaloosa in the last year, and the prices paid for freightage thereon.

Ans. I have frequently seen parties loading cars on the side-track from teams. The published tariff on all coal from Oskaloosa is the same, or was prior to December 1st.

Int. 3. State whether or not, in the offer to M'r Pickering as his Exhibit C, you had any previous conversation with him in relation to having another chance to bid, and what was it, if anything?

(Objected by receiver as not rebutting, repetition, and immaterial. Objection overruled.)

Ans. It is not a fact that this bid was meant or understood be-
3273 tween us to be our lowest, I telling him that if he would name a
figure that we could agree upon, I would close, and it was the understanding as that he would give me another chance if necessary.

Int. 4. Does M'r Bentley have the privilege of using advance charges for Clark's coal?

Ans. Yes, sir; he always has.

Int. 5. Have you the privilege; have you ever used it; have you been refused the privilege, and for what reason? Detail circumstances and who was present.

Ans. On the 1st of December our co. undertook to sell our own coal.

M'r Pickering was away, or left shortly afterwards; during his absence and
until about 20 to 25 of December, M'r Robinson, station-agent, allowed
me to use the privilege; about this time M'r Pickering returned, and
Robinson told me that I must change the destination of two cars
3274 of coal billed with advance charges, or ship it and take my chances
on the parties, because, by Pickering's order, he must discontinue
me that privilege. Within a few days afterwards I took the Central train south to New Sharon, and se't down for Pickering & R. E. Sears. I asked M'r Pickering if he did not intend to allow our company the privilege of using advance charges; he answered, "If you are not willing to trust M'r Bently selling your coal & collecting for it, I suppose you can sell it on your own hook." I said "That is not the question. What is the reason you assign for refusing to allow our co. a privilege extended to a man who only ships perhaps one car a year?" He answered, "Because I don't propose to do so." And I said to him, when this matter became a question of personal preference, "I have no more to say."

Cross-examination:

1. If it, the said bid, was not the lowest, how came you to make any bid at all?

3275 Ans. Because Pickering refused to dismiss the question of closing at any price.

2. Under what circumstances, when, & how was you to make another bid?

Ans. M'r Pickering stated he would give me a chance to make another bid if necessary.

3. Why did you not make your lowest bid then & there?

Ans. Because I had already made an offer lower than last year's price.

4. Is it not true that your object was to find out from the receiver what other companies or company would do & then give you a chance to bid less?

Ans. I guess that is so.

5. Was it your expectation that after you did make your lowest bid, at any given time, that then the receiver should or could tell others of such bid, & ask them to go lower?

3276 Yes: I so thought.

6. Did you require of M'r Pickering that he should close with your bid at that time?

Ans. No, sir; I asked him to do so.

Would it have been proper, do you understand, to have received a bid from Black Diamond & closed with it without giving you an opportunity to bid at all?

Ans. I think not proper.

And here complainant rests.

At which time the hearing was adjourned.

3277 A.

CHICAGO, MILWAUKEE AND S'T PAUL RAILWAY,
GENERAL MANAGER'S OFFICE.
Milwaukee December 23d, 1875.

H. W. MCNEILL, Esq.,
Sup't, Muchachinock, Iowa:

DEAR SIR: I am in receipt of your favor of 18th inst. I had no idea that M'r Alexander was dealing in coal, and I have written Prior that if he is doing so he must stop at once. I expect to be at Minneapolis the fore part of next week, and will ascertain just what our contract is with Bently. I see no reason why we should not give you as low rates on coal as any other party, unless we are prohibited by arrangements with Bently and Pickering; if we are, we will see that the next contract we make will leave us at liberty to do as we desire.

I will let you hear from me again after I have been to Minneapolis.

Yours, truly,

S. S. MERRILL,
Gen'l Manager.

3278 **EXHIBIT B.**

CHICAGO, MILWAUKEE & S'T PAUL RAILWAY,
GENERAL MANAGER'S OFFICE,
Milwaukee, Dec. 24th, 1875.

C. C. GILMAN, Esqr.,
P't Consolidation Co., Eldora, Iowa:

DEAR SIR: I am in receipt of 18th inst. in reference to coal matters. If I am not very much mistaken, we gave you and M'r McNeill the same rates for coal on our lines that we gave M'r Pickering, and the only reason we contracted with Pickering was that we thought it for our interest to do so, as he controlled the freight on the coal from the mines to Mason City. As for coal for other parties, we are as willing to haul coal for you to supply them as for any other party, and none of our officers or employees will give any parties better facilities than you can enjoy, or in any way interfere for or against you or any other party. Our business is transportation, and we do not intend to act or have employees as agents for any one but this company.

Very truly, yours,

S. S. MERRILL,
General Manager.

3279 **EXHIBIT C.**

Copy used in lieu of original*ly* agreement.

MARSHALLTOWN, IOWA, *Dec.* 29, 1875.

C. C. GILMAN,
Pres't Cons. Coal Co., Eldora, I'a:

D'R SIR: Your letter of 28th inst. is received. You say that you learn from good authority that your company a rate on coal from Oskaloosa to Mason City of $\$2.27\frac{8}{10}$ per ton, while to the Milwaukee and S't Paul R. R. and other parties in Iowa & Minnesota, who obtain their supplies at the latter place, the C. R. R. of Iowa is giving a special rate of $\$1.87\frac{1}{2}$ per ton; made the contract with the C. M. & S't Paul & Southern M. Railway Companies, as you well know, and have been a participant in the Consolidation Coal Co., have by thought and by virtue of the acceptance of the terms named by the above-mentioned R. R. co. &
the C. R. R. of Iowa, M'r McNeill, as sup't, agreeing to said contract
3280 to furnish half the coal from May 1, 1875, to May 1, 1876, delivered
on the cars at coal bank for six months from May 1, 1875, for $\$1.50$ per ton, and the cost six months to May 1, 1876, for $\$1.62\frac{1}{2}$ per ton, the rate being a special one of $\$1.75$ per ton to Nov. 1, and for the bal. of the year, $\$1.87\frac{1}{2}$ per ton; others in Iowa pay Grange's low rates, except

through Alexander for private or domestic use outside the rolls, though where your company have availed of all advantages growing out of the contracts to and with him. The tariff on coal to all parties from & after Jan'y 1, 1876, will be the same as is now charged on the railroad coal delivered to M. City, 1.87½ per ton, & to Alexander, $2.00 per ton, and for all others the tariff allows, by act of assembly of Iowa, 2.27$\frac{8}{10}$ per ton, and our agents have been so instructed.

Resp'y yours,

D. N. PICKERING,
Receiver.

3281 **EXHIBIT H.**

GEN'L SUPERINTENDENT'S OFFICE,
CENTRAL RAILROAD OF IOWA,
***Marshalltown, Iowa, Feb'y* 24, 1875.**

D. N. PICKERING, Esqr.,
***Gen'l Sup't* :**

D'R S'R : In reply to your enquiry as to rates on coal to your company, I would respectfully submit the following proposition :

Our company will furnish your road with all its coal for one year from the 1st of March, A. D. 1875, at $1.50 per ton for the 1st 6 months, and $1.75 per ton the 2nd 6 months of the year. And will, if necessary, shade any lower offer made by any other responsible company.

IOWA CENTRAL COAL CO.,
By H. W. McNEILL.

3282 **X.**

***Copy of letter from H. W. McNeill to D. N. P., taken from copy book of latter. April* 13*th*, 1875.**

D. N. PICKERING, Esq.,
***Gen'l Sup't* :**

DEAR SIR : You have *affixed* to sell the M. & S't P. R'y Co. & S. M. R'y Co. coal for 12 months from April 1st, 1875, @ $3.25 for 6 months, & $3.50 for six months. Of this am't propose to allow the mining companies 1 5' for six months and 1 62½ for six months.

In response to your question as to whether the Iowa Central Coal Co. w*hich* furnish coal at that price, I have to say that the price is satisfactory to us, and we will be glad to supply you. Call your attention to the fact that the proportion of cars you would assign us would enter largely into this question. As to the matter of none of our parties in contemplation attitude hostile to the R. R. co. Nor could such a position have been taken, in *in* my judgment, without compromising our own.
3283 I say now as I have said in writing, that we will sell you coal at very low rates, contract to do so for a term of years, and further, that I will offer you now 1.904 per ton for freightage from our mines to Mason City, and guarantee to send 30,000 tons of freight into Minnesota during the coming 12 months, provided you will not make any lower rate to any other company.

Yours, truly,

H. W. McNEILL, *P't.*

3284 I owned 5 or $6,000 of Eldora R. R. Coal Co. first-mortgage bonds. I handed them to S. W. H. Sheffield, and he was to send me bonds in the Iowa River R. R. Co. for same.

Said Sheffield retained a $500 Eldora R. R. & Coal Co. first-mortgage bond, and did not send me any other bond in exchange. I afterwards went to him with the receipt he gave me and took back the said Eldora R. R. & Coal Co. bond, and gave him up his receipt to me for it, and afterwards sold the said bond to one F. R. Shope. Transferred the bond last year for 160.

Jan'y 6, 1876.

C. A. GREELEY.

June or May.

CHARLES A. GREELEY, of Waukee, being duly sworn, testified as follows:

Cross-examination by H. C. J. Boardman:

He owned a bond for five hundred dollars. All the coupons on except two or three, about 14 *avoirder* coupons on the bond. I am not a
railroad man. I sold it at same price as the Central 1st mort-
3285 gage. This bond called for 6 or 700 dollars in gold, sold for
$165.00. Bought the bonds when the building of the Central began. I paid 75 cents on the dollar, cash. I can't tell how I happened to exchange all my bonds but that.

When you did take the bond of Sheffield to exchange, why did you insist on the exchange?

Because he did not send all, but only part.

Why didn't you make inquiries?

Can't tell; neglected it.

When did you last see or hear of that?

Heard it had been sent to Dubuque to Sheras & Henderson. No appearance of the bonds having been cancelled.

Did you ever write to any one what that bond was worth?

Did not. I suppose bond recites when it is to be paid, the number 138. I approached him, not he me. He purchased the bond with the understanding on my part that it was of the value and of the same standing as a 1st-mortgage Central R. R. bond.

3286 *List of cars from which Pickering as an individual since July 1st, '75 to Jan'y 1, '76.*

	July 1.	Cars for Hotel Co., fr. 1.75 (p. 33, 1 car).		
	Aug. "	"		
	Sept. 1.	Emp., Mason City		1 75
72.	Sept.	Car 181 to	employee, Eldora mil	1 25
77.	"	" 103 "	Morgan, Marshall	1 75
84.	"	" 677 "	" "	1 75
86.	Oct.	" 303 "	Seevers & Prudew, net	1 25
88.	"	" 40	Employee, Marshall	1 75
92.	"	" 393	Hotel Co. "	1 75
94.	"	" 421	Self	1 75
99.	"	" 14	Cavanaugh "	1 75
105.	"	" 375	Hotel Co.	1 75
109.	"	" 373	Jordan & Sullivan	1 75
118.	"	" 115	Coppick	1 75
131.	"	" 128	Employee, Eldora	1 87½
134.	Nov.	" 25	Brown S. & Sears	1 75
136.	"	" 11	Employee, M'nt	1 50
143.	"	" 339	" Marshall	1 87½
145.	"	" 195	" "	1 87½

"	"	" 385	" "	1 87½
146.	"	" 251	" "	1 87½
147.		" 81	A. Clark, Marshall	1 87½
148.	"	" 315	Herrigan & Handy, Marshall	1 87½
150.	"	" 373	Employees, Eldora	1 50
"	"	" 157	" "	1 50
	156	" 37	" "	1 87½
3287	169	car 369	Employese Eldora	1 87½
	174	2	"	1 87½
175.		397	Barker, M. City	1 87½
		217	"	1 87½
177.		14	" M'nt.	1 50
182.		373	Employe, Eldora	1 50
184.		69	A. Abbott, Marshall	1 87½
209.		189	Self	1 75

3288 (Endorsed :) United States circuit court, district of Iowa. Farmers' Loan & Trust Company vs. Central R. R. Co. of Iowa. Evidence before L. M. Fisher, master. Filed Jan'y 13, '76. George B. Corkhill, clerk.

3289 On the 17th day of January, 1876, certain bondholders, by their attorneys, filed in said clerk's office their exceptions to the master's report, filed in said cause, a true copy of which is as follows, to wit:

3290 In the circuiet of the United States, district of Iowa.

FARMERS' LOAN & TRUST CO. ET AL.
vs.
THE IOWA CENTRAL R. R. CO. ET AL.

Now comes the first-mortgage bondholders, to the extent of $1,500,000, and also the said C. C. Gilman et al., and except to the report of the master upon the complaint made against the receiver, because generally—

1st. Said report states the claims and testimony of the party, and not ultimate facts.

Second. The report fails to find the facts, or state the master's legal conclusions thereon. And also excepts specifically as follows:

3290½ *Exception to finding # 4.*

1. See Hiram Price's report as to Hardin & Mahaska Coal Co., its history, use, & powers.

2. There is no evidence as to the contract prior to May 1st, 1875, but as the master finds that its terms were, for freight, $2.00, for coal, $1.75, much better than the subsquent trade, and, as McNiel testifies (page 69) same rates were substantially obtained before P'k'g interfered, the contract is a good one for us, P'k'g's present rate being an average one of about 1.80 c'ts the year round.

3. S't Paul Co. opened negotiations with P'k'g for freight rates, not a renewal of the contract. (See McNiel's testimony, page 69; see P'k'g's, pp. 83, 85, 86, 87, 88, on this point.)

4. Bently was not the ag't of the mining co's, and Pick'g knew it. (See pp's 2, 90, 91, 92, 116, 124, 125.)

5. As regards this river competition theory, it is a bugbear. (See Merrill's letter to C. C. Gilman, attached.)

3291 6. B. D. Co. having agreed to furnish all the coal, when their mines were not capable of furnishing ½ of it, hence, in justice, they claimed and got ½ of it in the summer months, which gave their 55 men full work and gave my 250 men ⅕ work.

7. All this excuse about McNiel wanting to let the H. & M. Coal Co. have any part of the 1.90 ct's is pure fabrication; and that evidence having been ruled out as contradicting the plain, written offer, the master had no right to lug it in.

8. As to P'k'g's offer to allow me to go up and see B. D. rates & contract for coal, McNiel' 1.90 c't offer is in writing in evidence, pp. 71. P'k'g swears he, 95, made me the B. D. freight offer after McNiel had filed his written offer, and at same conversation. B. D. fr't is only 1.80, and yet McNiel would not take it.

Exception to finding 5.—None.
" " " 6.—None.
Exception to " 7.—Showed no preference. See McNiel's letter, which is the bid referred to. It is an open bid, with an offer to
3292 shade, made in good faith. Clark bid 1.50, and the trade was closed without notice to me. Letter is the 4th exhibit. P'k'g swears he knew McNiel would sell as low as $1 per ton (p'g 84.) Master finds all this and more in section 13.

Finding # 10.

P'g 73, McNiel's evidence is, cars were ordered to be divided $\frac{1}{20}$, ½, and ½ between Clark & myself, May 1st and Nov. 1st. Robinson, the station agent, claimed orders to give Lowry all the cars he wants first, when prior to that time for a year Lowry had not a car (the master, Fisher, told me Lowry had made a contract in writing with P'k'g, as a consideration for his withdrawing his affidavit against him.) Master says P'k'g acted for the best interest of the R. R. in contracting at Milwaukee on rates as named, then draws his pen through "best interests" and substitutes "benefit," and then finds—sec. 12—that if he had kept his nose out of the business his rates would have been materially increased. Also, see sec. 13, paragraph 3rd.

Finding 17 stultifies itself.

3293 Finding 19 assumes no responsibility on P'k'g for Alexander's acts. (Bently's evidence, 32, 35; P'k'g testifies, 96, 148. Also see Merrill's letter to me, Exhibit No. 1.) Deductions ought to have been that in a matter where Alexander was using 15,000 tons per year, at a rate 50 c'ts per ton less than others pay and can afford to pay, a matter of 7,000 a year to his co. P'g's business was, at least, to ask Merrill whether Alexander had any authority to do this work as McNiel did in 4 days after he went into business on his own ac. with the result shown by Merrill's letter. Any business man would do it as a matter of course.

Finding 22 is a dose of whitewash on general principles, and shows extreeme anxiety to favor P'k'g, which is shown when taken in connection with the recommendations immediately following.

(Signed) W. W COLE, *Solicitor*.

3294 (Endorsed:) In the U. S. circuit court. The Farmers' Loan & Trust Co. vs. The Iowa Central R. R. Co. et al. Exceptions to maser's report, Jan. 17, '76. Filed Jan. 17, 1876. E. R. Mason, clerk.

3295 On the 17th day of January, 1876, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

3296 United States circuit court, district of Iowa. October term, 1875.
Monday, January 17, 1876.

FARMERS' LOAN AND TRUST COMPANY
vs.
CENTRAL RAILROAD COMPANY OF IOWA ET AL. } No. 501. Eq.

This cause came on this day for hearing on motion to appoint a new receiver herein. The court, without taking into consideration the charges brought against D. N. Pickering, esq., the present receiver, ordered, that J. B. Grinnell, esq., be, and he is hereby, appointed such receiver, with all the powers appertaining thereto.

It is further ordered that the said J. B. Grinnell, before entering upon his duties as such receiver, execute and file with the clerk of this court a bond in the penal sum of fifty thousand dollars, with sureties to be approved by a judge of this court. 3297

It is further ordered that upon filing said bond that said receiver take full charge of all the property, income, profits, earnings, and receipts of the said Central Railroad Company of Iowa, and that said receiver pay out of the income, receipts, and earnings of the road no debts or expenses of any kind whatever without special order of this court, except such as shall become due, belong to, and come within the category and character of operating expenses of the said road.

And it is further ordered that said receiver make and file with the clerk of this court a full written report on the 20th day of each month, setting forth all receipts and disbursements for the preceding month.

It is further ordered that the compensation of said receiver be fixed at the rate of three thousand dollars per annum.

3298 It is further ordered that D. N. Pickering, esq., receiver, present his accounts to J. B. Grinnell, and that thereafter the same be, and are hereby, referred to P. T. Lomax, esq., one of the masters of this court, by him to be audited.

3299 On the 18th day of January, 1876, the court, upon the appointment of J. B. Grinnell, receiver, made the following remarks, to wit:

3300 THE CENTRAL OF IOWA.

HON. J. B. GRINNELL:

For some time a suit has been pending in this court to foreclose mortgages against the Central Railroad Company of Iowa, amounting to six or seven million dollars. Owing to conflict of opinion among the different classes of bondholders and among bondholders of the same class, a final determination of the case was delayed until October last, when a decree of foreclosure was rendered which, it was supposed, would be satisfactory to all parties.

Bondholders to the amount of $200,000 are dissatisfied with the decree, and a few days since the court allowed these parties to appeal to the Supreme Court of the United States, on giving security of $1,000,000. This appeal will tie up the property for some time, 3301 and it is important to the public and to the parties in interest that it should, meanwhile, be administered with impartiality towards all, with economy and good judgment. No permanent receiver has ever been appointed. To prevent complications by reason of an apprehended appointment of a receiver by other jurisdictions after the suit was in this court, we, of our own motion, named M'r Pickering, the superintendent of the company, as provisional receiver, and he has since acted in both capacities.

If no appeal had been taken, no change would have been made in the receiver, as by the sale which was ordered the property would have soon passed into the hands of the purchasers of the new company organized by the trustees. As it is, the court feels that the responsibility for the proper administration of the property pending the appeal rests upon it; and we both think, in view of the peculiar circumstances of the case, that it is better for all interests that the receiver and
3302 superintendent should be different persons; and this conclusion does not rest upon any doubt we have as to the capacity of M'r Pickering, or as a result of any investigation of the complaints made against his administration. The court has appointed you of its own motion, in order to give assurance that the railroad will be judiciously and economically operated, and the rights of all parties preserved.

The court desires the receiver to understand that he is the officer of the court, and expects him to administer the trust committed to him in the fullest confidence that we will sustain him in whatever he does that is right, whomsoever it may please or offend.

The railroads in the hands of the court, and in the circuit there are eight or ten, have all been run with less expense and have made more money than when they were operated by the companies; and we
3303 hope and believe, under your supervision, that this road will prove no exception, and that the property will be worth more at the end of the litigation, two or three years hence, than it is now. Your attention is called to the report of the honorable Hiram Price, special commissioner, on file, and you will proceed to carry out his recom'endations as far as practicable, and you will make monthly detailed reports of all receipts and expenditures.

Complaints have been made touching the coal traffic of the road. Whether these are well founded we do not stop to inquire, but we expect you to furnish all possible facilities to shippers, and to treat all competing companies with impartiality. It is but just to M'r Pickering to say that this change is not made by reason of complaints against him or his administration, as provisional and temporary receiver, but because we consider it necessary under the circumstances to give to the distant parties in interest the utmost assurance that the property
3304 would be well preserved and cared for pending the litigation, by committing its management under our direction to a gentleman well known to us, who is in no way connected with the distracting disputes which have arisen in the case.

It is not expected that you will serve as superintendent. You will continue the present superintendent or employ another, as your judgment dictates, on the best terms that will secure a good man. Your compensation will be at the rate of $3,000 per year.

(Endorsed:) United States circuit court, district of Iowa. Farmers' Loan and Trust Company vs. The Central R. R. Co. of Iowa et al. Remarks of the court on the appointment of J. B. Grinnell, rec'v'r. Filed Jan. 18, 1876. E. R. Mason, clerk.

3305 On the 21st day of January, 1876, J. B. Grinnell, receiver, filed in said clerk's office his official bond. Approved by the court: a true copy of which is as follows, to wit:

3306 ***Bond.***

In the circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY OF NEW York, trustees,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

Know all men by these presents that we, the undersigned, J. B. Grinnell, princip*le*, and G. L. Godfrey, J. A. Grinnell, S. C. Phelps, G. F. H. Stevens, C. H. Spencer, H. D. Works, & S. K. Fuller as sureties, are held and firmly bound to the Farmers' Loan & Trust Company of New York (trustee), in the penal sum of fifty thousand dollars, to the payment of which well & truly to be made, we bind ourselves, heirs, executors, and legal representatives firmly by these presents.

3307 This bond is on condition that whereas in the above-entitled cause the said circuit court of the United States did on this 17th day of January, 1876, constitute and appoint the said J. B. Grinnell permanent receiver of the Central Railroad of Iowa upon the conditions & with the duties and responsibilities pertaining thereto more particularly shown in said order of appointment & the orders referred to therein:

Now, if the said J. B. Grinnell shall well & truly perform all the duties and obligations prescribed by law and said orders, and shall make full account, settlement, and payment of all monies and properties received
by him, or property coming under his control belonging to the
3308 said Central Railroad of Iowa, and shall take full charge of all the
property, income, profits, earnings, and receipts of said railroad, and shall properly account for and disburse the same in accordance with law and the orders of said court, and shall at all times well and truly obey and execute the orders of said court, and shall faithfully discharge his trust in every particular, and shall at all times render a true account of his said office and doings therein when thereto required, and shall faithfully and promptly account for all money, securities, property, books, and papers appertaining to his said office and deliver the same to
his successors or persons authorized to receive the same, and shall
3309 faithfully and impartially, without fear, favor, fraud, or oppression,
discharge all duties now or hereafter required of him by law or compet*an*t authority, then this bond to be void; otherwise, to remain in full force & effect.

Witness our hands this 17th day of January, 1876.

(S'g'd)

J. B. GRINNELL.
J. A. GRINNELL.
L. C. PHELPS.
G. F. H. STEVENS.
CHA'S H. SPENCER.
H. D. WORKS.
S. K. FULLER.

In United States circuit court, district of Iowa.

FARMERS' LOAN & TRUST COMPANY
vs.
CENTRAL RAILROAD COMPANY OF IOWA ET AL.
No. 501. Eq.

DISTRICT OF IOWA, *ss:*

3310 I, J. B. Grinnell, having been appointed receiver of the defendant railroad company, do solemnly swear that I will faithfully and impartially perform all the duties relating to said receivership to the best of my ability, skill, and understanding, so help me God.

(Signed) J. B. GRINNELL.

Subscribed and sworn to before me, by J. B. Grinnell, Jan'y 17, 1876.

E. R. MASON, *Clerk.*

UNITED STATES OF AMERICA,
State of Iowa, ss:

We, the undersigned, sureties in the foregoing bond, do each for ourselves personally solemnly swear that we are severally citizens 3311 of the State of Iowa, and the owners of real property therein; that the said surety, G. L. Godfrey, is worth the sum of ten thousand dollars; that the said surety, J. A. Grinnell, is worth the sum of ten thousand dollars; that the said surety, S. C. Phelps, is worth the sum of twenty thousand dollars; that the said surety, G. F. H. Stevens, is worth the sum of ten thousand dollars; that the said surety, Cha's H. Spencer, is worth the sum of five thousand dollars; that the said surety, H. D. Work, is worth the sum of five thousand dollars; that the said surety, S. K. Fuller, is worth the sum of five thousand dollars, each over and above all our just liabilites and our property ex- 3312 empt from execution; and we make this affidavit each for himself of his worth as above named for the purpose of justifying as sureties in said bond, and that our worth as above stated consists in property liable to execution in this State equal to the respective sums as above stated.

Dated this 18th day of January, 1876.

(S'g'd) G. L. GODFREY.
(") J. A. GRINNELL.
(") S. C. PHELPS.
(") G. F. H. STEVENS.
(") CHA'S H. SPENCER.
(") H. D. WORKS.
(") S. K. FULLER.

The foregoing affidavit was this day sworn to before me and duly subscribed by the said several parties whose names are annexed thereto.

Given under my hand and seal this 18th day of January, A. D. 1876.

[SEAL.] MATTHEW PHELPS,
Notary Public.

3313 DISTRICT OF IOWA, *ss:*

I, J. M. Love, judge of the district court of the U. S. for the district of Iowa, and one of the judges of the circuit court of said district, do hereby approve the foregoing bond, and order the same to be recorded and filed with the records of said U. S. circuit court.

(S'g'd) J. M. LOVE, *Judge.*

KEOKUK, IOWA, *Ja'y* 19, 1876.

(Endorsed:) No. 501. Eq. The Farmers' Loan and Trust Company of New York vs. The Central Railroad Company of Iowa. Official bond of J. B. Grinnell. Filed Jan'y 21, 1876. E. R. Mason, clerk.

3314 Said D. N. Pickering, receiver, filed in said clerk's office monthly reports and vouchers on the dates indicated by the following true copies:

3315 *Report of provisional receiver.*

In cir. c't U. S., district of Iowa.

THE FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL RAILROAD CO. OF IOWA.

To the hon. judges of said cir. c't of U. S.:

And now, on this 6th day of January, 1875, comes D. N. Pickering, provisional receiver, & makes the annexed general report of receipts & disbursements from the 1st day of July, 1874, to January 1st, 1875, same marked Exhibit C.

Said receiver respectfully submits that twenty days' time is necessary and desired for and in order to make a detailed report from the date of his appointment to the said 1st day of Jan'y, 1875, and asks the same to be granted.

(S'g'd SHERAS, VANDUZEE & HENDERSON,
(") BROWN & SEARS,
(") BOARDMAN & WILLIAMS,
Att'ys for Def't, and acting in behalf of Receiver.

3316 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Report C.

Transcript of cash book for month of July.

MARSHALLTOWN, IOWA, *Aug.* 5, 1874.

Receipts:

Balance cash on hand July 1st	5,100	14
From stations & conductors	53,417	
Rents & leases	2,430	05
R'r'd accounts, ticket balances & car mileage	15,123	10
Moving car & wh'l works—draft made on them to pay due note, it having been discounted by them	8,027	44
U. S. P. O. Dep't, quarterly collections from post-offices on line of roads	1,170	63
Personal accounts	2	
Chief eng. dep't, sale of brick	30	25
United States Express Co., transportation for month of June	500	00
	83,613	61

3317 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

MARSHALLTOWN, IOWA, *Aug't* 5, 1874.

Disbursements for month of July, 1874:

Sent stations to pay balance due other roads	8,447	48
Pay rolls	20,386	43
Bills payable	24,220	23
Other r. r'ds, t'k't balances & car mileage	4,893	21
Vouchers, supplies, rebates, stock killed, &c	14,637	11
Miscellaneous expenses	105	44
Personal accounts (5,000 of this am't to D. M. P. for temporary loan)	5,139	58
Freight on supplies	314	43
H. & M. Coal Co. (for coal)	2,780	73
Right of way, recording deed		75
Balance cash on hand to August account	2,688	22
	83,613	61

3318 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash account for August, 1874.

MARSHALLTOWN, IOWA, *Sept.* 10*th*, 1874.

Receipts :

Balance cash on hand Aug't 1	2,688	22
From stations & conductors	61,514	85
" other railroads, t'k't balances & car mileage	3,107	88
" right of way	1	
" U. S. Express Co., transportation for July	500	
" freight earnings, switching at Mason City	92	
" U. S. P. O. Dep't, balance to June 30th	1,194	37
" personal accounts	565	51
" miscellaneous earnings, sale of water	1	
" Marshall elevator	1,000	
	70,664	83

3319 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of disbursements for August, 1874.

MARSHALLTOWN, IOWA, *Sept.* 10, 1874.

Sent station to pay balance due other roads	2,893	32
Pay rolls	16,054	58
Bills payable—pay rolls, 5,939.32; supplies, 9,331.90	15,271	22
Vouchers, supplies, rebate, stock killed, &c	11,820	99
Other railroads, t'k't balances & car mileage	3,263	73
Miscellaneous expenses	115	51
Personal accounts (2,000 to D. N. Pickering a/c temporary loan)	2,127	36
Freight on supplies	499	88
H. & M. Coal Co., see note of explanation by D. N. P	8,347	85
Crevar, Adams & Co., June a/c	1,943	68
Right of way. recording deed		75
Legal expenses, witness fees	1	35
Interest account	28	28
Balance cash on hand to Sept. account	8,296	33
	$70,664	83

3320 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash book for September, 1874.

MARSHALLTOWN, IOWA, *Octo.* 16, 1874.

Receipts :

Balance on hand Sept. 1st	8,296	33
From stations & conductors	70,603	15
" other railroads	4,017	73
" personal accounts	3,070	74
" car department (glass sold)	1	50
" rents & leases	25	
" U. S. Express Co., transportation	667	33
Total	$87,581	78

3321 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash book for September, 1874.

MARSHALLTOWN, IOWA, *Oct.* 16*th*, 1874.

Disbursements :

Sent stations to pay balances to other r'r'ds	3,755	
Pay rolls	15,179	11
Bills payable—pay rolls, 8,322.44; supplies, 20,092.96	28,415	40

Vouchers, supplies, rebates, stock killed, &c	11,491	80
Other r'r'ds, t'k't balances & car mileage	1,719	22
Miscellaneous expenses	332	41
Personal accounts (3,000 of this am't to D. N. P., temporary loan)	5,060	
H. & M. Coal Co	7,622	25
Taxes	4,900	44
Black Diamond Coal Co	281	64
Car dep't, freights	95	41
Chief eng'r dep't, "	86	40
Operating telegraph "	6	54
Store supplies "	224	28
Office & station expenses	4	50
Legal expenses	3	05
Stationary, t'k't, & printing	2	70
Interest account	17	17
Balance cash on hand	8,384	43
	$87,581	78

3322 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash book for October, 1874.

MARSHALLTOWN, IOWA, *Nov.* 4, 1874.

Receipts:

Balance of cash on hand Oct. 1st	8,3 4	43
From stations & conductors	80,117	01
" other r. r'ds	4,333	82
" personal accounts	872	60
" store supplies, coal sold	4	50
" chief eng. dep't, brick sold	22	50
" miscell. earnings	7	12
" bills payable, to correct error	10	00
" rents & leases	745	00
" H. & M. Coal Co	1,573	21
" U. S. P. O. Dep't	1,350	81
" U. S. Express Co	674	07
	$98,095	07

3323 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash-book, October, 1874.

MARSHALLTOWN, IOWA, *Nov.* 4, 1874.

Disbursements:

Sent stations	3,220	00
Pay-rolls	26,085	17
Bills payable: Pay-rolls, 6,024.13; supplies, 16,960.36	22,984	49
Vouchers	19,179	78
Other R. R'ds	2,296	42
Miscellaneous expenses	111	51
Taxes	13,983	74
H. & M. Coal Co	3,254	40
C. Eng. dep't	5	80
Interest acc't	37	98
Store supplies	2	00
Freight on supplies	342	85
Balance cash to Nov. a/c	6,590	93
	98,095	07

3324 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash-book, November, 1874.

MARSHALLTOWN, IOWA, *Dec.* 10, 1874.

Receipts:

Balance cash from Oct. a/c	6,590	93
From stations and conductors	67,775	61
" other R. R'ds	5,322	74
" personal a/c	57	34
" U. S. Ex. Co	500	
" U. S. P. O. Dep't	1,014	19
" C. E. dep't	23	
" rents & leases	180	
	81,463	81

3325 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash-book for November, 1874.

MARSHALLTOWN, IOWA, *Dec.* 10, 1874.

Disbursements:

Paid vouchers	11,914	18
Other R. R'ds	4,731	09
Sent station	6,685	
Bills payable: Pay-rolls, 4,122.10; supplies, 17,546.6'	21,668	71
Pay-rolls	18,679	77
Miscel. ex	57	74
Interest acc't	271	65
D. N. Pickering, per	541	72
H. & M. Coal Co	6,619	76
C. E. dep't	3	50
Store supplies	6	25
Abbott, Kensett, Gilman & Cate	6,000	
Legal expenses	5	25
Fr't on supplies	414	93
Bal. to Dec. acc't	3,864	26
	81,463	81

3326 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash-book for mo. of Dec., 1874.

MARSHALLTOWN, IOWA, *Jan'y 4th*, 1875.

Receipts:

Balance cash on hand from Nov. a/c	3,864	26
From stations & conductors	78,367	54
" other R. R'ds, t'k't balances, &c	4,615	72
" U. S. Express Co	500	
" rents & leases	240	
" H. & M. Coal Co	3,087	
" audit. accounts	46	60
" store supplies	2	25
" miscel. earnings	5	13
" stock killed	2	50
	$90,731	00

3327 [Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

Transcript of cash-book, mo. of Dec., 1874.

MARSHALLTOWN, IOWA, *Jan'y* 4, 1875.

Disbursements:

Sent stations to pay bal. due other R. R'ds	1,080	
Bills payable: Pay-rolls, 7,111.59; supplies, 12,243.80	19,355	39

Other R. R'ds, t'k't balances, &c	4,111 42
Voucher supplies, rebate, stock killed, &c	13,379 12
Pay-rolls	25,517 37
Miscel. expenses	199 97
H. & M. Coal Company	13,750 48
D. N. Pickering, personal	62 83
Ch. eng'r's department	2
Legal expenses	6 50
Gen'l t'k't office	18 75
Freight on supplies	316 56
Cash balance to Jan'y account	12,732 61
	$90,731 00

E. & O. E.

F. F. BATES, *Cashier.*

3328 STATE OF IOWA,
Scott County:

I, D. N. Pickering, provisional receiver, do on oath say that the foregoing is a true report of all cash received & all expended by me as such receiver between dates of July 1st, 1874, & Jan'y 1, 1875.

(S'g'd) D. N. PICKERING.

Subscribed in my presence & sworn to before me by D. N. Pickering, this 7th Jan'y, A. D. 1875.

Witness my hand & seal notariel.

[SEAL.]

C. WHITAHER,
Notary Public, Scott County, Iowa.

3329 A.

Table of approximate earnings statements sent from the Auditor's office, Cent. R. R. of Iowa, for 1872, 1873, & 1874.

	1872.	1873.	1874.
Week ending Jan'y 7th	10,332 19	7,271 09	10,013 56
" " " 15th	14,263 03	6,457 52	12,815 34
" " " 23d	14,305 42	12,156 97	14,003 26
" " " 31st	10,336 04	6,989 26	14,638 77
	49,236 68	32,874 84	51,470 93
" " Feb'y 7th	8,452 20	7,609 26	11,828 62
" " " 15th	11,067 26	14,955 96	11,746 28
" " " 23d	12,604 13	14,087 49	12,128 84
" " " 29th	10,111 32	7,423 36	11,439 02
	42,234 91	44,076 07	47,140 96
" " M'ch 7th	11,540 09	10,512 85	10,895 85
" " " 15th	9,601 04	17,547 19	10,211 10
" " " 23d	12,124 90	16,107 85	14,294 77
" " " 31st	12,474 91	17,680 11	12,939 74
	45,740 94	61,848,00	48,341 36
" " Ap'l 7th	10,847 76	15,709 08	10,570 57
" " " 15th	11,158 44	14,741 12	12,025 52
" " " 23d	10,885 20	11,762 74	10,990 94
" " " 30th	9,117 50	12,305 51	10,564 71
	42,008 90	54,518 45	44,151 74
" " May 7th	9,216 66	11,288 14	9,817 69
" " " 15th	10,085 98	12,290 26	10,550 51
" " " 23d	10,456 44	12,819 21	12,337 16
3330 Week ending May 31st	13,297 38	11,393 23	11,838 25
	43,056 46	47,790 84	44,543 62

A.—Continued.

	1872.	1873.	1874.
Week ending June 7th	11,554 41	10,603 35	10,789 61
" " " 15th	11,090 47	11,822 74	12,906 37
" " " 23d	11,290 47	15,224 78	11,416 73
" " " 30th	12,688 88	15,698 07	12,719 10
	46,633 17	52,758 94	47,804 91
Total for 6 mon. for'd	268,915 06	293,876 14	283,453 54
Total for 6 mo. bro't over	268,915 06	293,876 14	283,453 54
Week ending July 7th	10,628 10	12,984 61	9,339 53
" " " 15th	11,490 10	16,170 60	12,071 62
" " " 23d	11,344 87	16,366 47	10,377 13
" " " 31st	11,187 26	18,976 89	12,800 57
Total for mo. July	44,650 33	64,498 57	44,588 85
" " Aug. 7th	8,240 70	12,686 38	10,888 99
" " " 15th	12,427 61	17,413 26	15,596 09
" " " 23d	16,161 21	22,264 19	17,256 90
" " " 31st	13,926 96	18,982 67	19,061 37
Total do. Aug	50,756 48	71,346 50	62,802 30
" " Sept. 7th	14,450 97	14,498 96	13,674 64
" " " 15th	15,300 75	18,483 26	18,967 06
" " " 23d	18,325 94	17,994 39	18,697 40
" " " 30th	18,951 53	16,248 69	17,501 78
Total do. Sept	67,028 49	67,515 10	68,350 88
3331 Week ending Oct. 7th	19,033 66	16,835 11	17,403 82
" " " 15th	21,436 05	19,291 61	19,969 30
" " " 23d	21,998 74	19,930 25	18,659 56
" " " 31st	21,667 66	23,142 88	19,139 72
Total do. October	84,136 11	79,799 85	75,172 40
" " Nov. 7th	15,798 05	16,431 81	14,854 95
" " " 15th	17,446 98	21,587 07	14,284 20
" " " 23d	18,502 20	17,927 05	17,387 25
" " " 31st	16,780 11	18,011 44	15,214 76
Total do. Nov	68,527 98	73,957 37	16,751 16
" " Dec. 7th	15,449 73	12,128 81	14,403 66
" " " 15th	16,125 02	16,170 94	18,831 66
" " " 23d	15,024 03	16,294 81	19,795 73
" " " 31st	10,534 26	14,876 72	18,801 84
Total for Dec	57,133 04	59,471 28	71,832 89
Total for the years 1872, '73, & '74	$641,146 79	$760,464 81	$667,952 02
Total for 6 mos. ending June 30	$268,915 06	$293,876 14	$283,453 54
" " " " Dec. 31	$372,231 73	$416,588 67	$384,498 48

3332 *Comparative statement of actual & approximate earnings statements sent out for the years* 1872–'3–'4.

	Approximate.	Actual.
Earnings for 1872	641,146 79	564,756 79
Do. 1873	710,464 81	615,052 69
Do. 1874	667,952 02	639,384 11
Actual earnings for 1872. & taken from auditor's statement as reported	....	649,110
Less rebate included in freight earnings	52,585 64	....
" " coupon t'k'ts included in passenger earnings	31,767 57	84,353 21
	....	564,756 79

Actual expenses for 1873 as per sworn statement filed with sec'y of state.

The month of December estimated from approximate statements.

MARSHALL, *Iowa*, *Dec.* 31*st*, 1874.

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B.

Statement of earnings & operating expenses of the Central Railroad of Iowa for the year 1874.

EARNINGS.

Freight	413,477 82	
Less rebate	26,243 38	
		387,234 44
Passengers		141,393 86
Mail		8,646 65
Express		5,841 40
Miscellaneous	709 38	
Car service	26,428 54	
Rents & leases	374 88	
		27,512 80
Total earnings		570,631 15
Estimated earnings for December		* 68,500
		* 639,131 15

EXPENSES.

Repairs of track	100,873 74
" bridges & culberts	10,097 34
" fences, C. G. Cr. & S. y'ds	1,231 86
" buildings	1,395 84
" water-works	5,697 15
" locomotives	51,080 21
" cars	34,707 57
" tools & machinery	7,108 07
" train tools & fixtures	1,607 15
" office, sta. f'r'ture & fixt'r's	2,143 09
Amount forward	215,951 95
3334 Am't forw'd	215,951 95
Superintendence and gen. office	26,778 25
New York expense	956 60
Legal expense	4,408 11
Insurance	4,131 72
Stationery, tickets, & printing	5,647 14
Advertising & ticket commissions	4,027 38
Operating telegraph	6,658 32
Conductors, baggagemen, and brakemen	37,631 23
Engineers, firemen, & wipers	50,203 53
Station agents, clerks, & watchmen	30,509
Fuel used by locomotives	25,931 85
uel and lights used in cars & stations	1,833 88
l and waste	6,316 69
ck killed or injured	10,352 98
ss or damage to freight and baggage	609 89
aning freight and mails	882 01
nts and leases (buildings & lots)	
Rent of rolling stock	44,500
Rent of K. & D. M. railway track	8,580
Miscellaneous expenses	9,387 88

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* Red ink in the original.—PRINTER.

Accident ℀	1,806 15
Snow shoveling	2,572 78
Total expense	499,677 34
Estimated expense for December	* 52,000
	* 551,677 34

3335 Summary for 187 :

Earnings	
Expenses	
Net earnings	

Summary for the year 1874:

Earnings	$639,131 15
Expenses	551,677 34
Net earnings	$87,453 81

CENTRAL RAILROAD OF IOWA, AUDITOR'S OFFICE,
Marshalltown, Iowa, Jan'y 4th, 1875.
(Signed) T. J. FLETCHER,
Auditor.

Black ink figures are actual for 11 months—red ink estimated for December.

T. J. F.

(Endorsed:) Statement of earnings and operating expenses of the Central Railroad of Iowa, for 187 .

3336 *Statement of earnings and operating expenses of the Central Railroad of Iowa, for the six months ending Dec. 31st*, 1874.

Freight	223,643 09	
Less rebate	14,196 17	
		209,446 92
Passengers		71,156 06
Express		2,841 40
Mail		3,941 66
Miscellaneous		230 70
Car service		14,388 36
Rents & leases		627 84
Total earnings		302,632 94
Estimated expenses for December		* 68,500
		* 371,132 94

EXPENSES.

Repairs of track	54,716 62
" bridges & culberts	4,150 55
" fences, C. G. C'r & S. y'ds	540 42
" buildings	803 50
" water-works	2,851 25
" locomotives	20,030 93
" cars	16,482 97
" tools & machinery	1,791 5
" train tools & fixtures	776 1
" office & sta. f'r'ture & fix's	765 9
Amount forward	102,909 81
3337 Amount forward	102,909 81
Superintendence & gen. office	8,964 18
New York office expense	956 60

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* Red ink in the original.—PRINTER.

Legal expense	2,070	36
Insurance	850	50
Stationery, tickets, & printing	2,910	17
Advertising & t'k't commission	2,768	65
Operating telegraph	2,963	84
Conductors, baggagemen, & brakemen	16,722	68
Engineers, firemen, & wipers	21,235	12
Station ag'ts, clerks, & watchmen	13,728	50
Fuel used by locomotives	11,869	80
Fuel & lights used in cars & stations	691	98
Oil & waste	2,812	27
Stock killed or injured	5,412	78
Loss or damage to freight & baggage	281	26
Teaming freight & mails	331	17
Rents & leases (building & lots)		
Rent of rolling-stock	23,500	
Rent of K. & D. M. Railway track	3,930	
Miscellaneous expenses	3,895	67
Accident acc't	514	15
Total expenses	229,380	49
Estimated expenses for December	*52,000	
	*281,380	49

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* Red ink in the original.—PRINTER.

3338 Summary for , 187 :

Earnings		
Expenses		
Net earnings		

Summary for 6 months end'g Dec. 31, 1874:

Earnings	*371,132	94
Expenses	*281,380	49
Net earnings	*89,752	45

CENTRAL RAILROAD OF IOWA, AUDITOR'S OFFICE,
Marshalltown, Iowa, Jan'y 4th, 1875.

(Signed) T. J. FLETCHER,
Auditor.

Black ink figures are actual for first five months. Red ink estimated for December.

T. J. F.

(Endorsed:) Statement of earnings & operating expenses of the Central R. R. of Iowa, for 187 .

3339 *Affidavit.*

In cir. c't of U. S. for dis't of Iowa.

THE FARMERS' LOAN & TRUST CO.
vs.
THE CENTRAL R. R. OF IOWA. }

I, D. N. Pickering, provisional receiver and general superintendent of the def't, on oath say that the tabulated statement hereunto annexed, marked "A" & made a part hereof, is a careful & correct statement of the approximate earnings of the def't for each month in the years 1872, 1873, & 1874, as compiled from the books & records of said def't.

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* Red ink in the original.—PRINTER.

Affiant further says that the last page of said Exhibit "A" shews correctly the actual earnings of defendant for each of said years, except that the month of December is estimated by reason that sufficient time has not
elapsed since December to ascertain the actual earnings, twenty
3340 days of each succeeding month being ordinarily necessary and re-
quired for that purpose. But affiant states that said estimate for December, as he believes, is underestimated in point of earnings & overestimated in regard of expenses. Affiant further says that the "actual earnings" of 1872, as reported to the auditor of State, were erroneous & were not in fact the sum of $649,110.00, but on the contrary were subject to the deduction of rebates and coupon ticket sales to amount of $84,353.21, as more particularly shown on third page of Exhibit "A" aforesaid.

Affiant says at the time the report was made to the auditor, to wit, about the 15th of Feb'y, 1873, he, the said affiant, had been connected with def't but a short time, being appointed assistant superintendent
in the middle of Nov., 1872, and prior to that time residing in
3341 another State & knowing nothing of the affairs of def't.

Affiant says that he was afterwards confirmed as general superintendent & notified by his superior officer, President Gilman, that it was necessary, in conformity with statute, that he (affiant) should sign & make verification of a report of the previous year as then made out & exhibited to affiant, and affiant did so, being informed by the president that it was correct, & affiant believed it to be a true report. Nevertheless, subsequent examination discloses that said rebates had not been deducted as they should have been.

The rebates aforesaid consisted of money collected for other railroads and connecting lines by sale of their coupon tickets, as also drawbacks
in cash allowed patrons of the road on freight transported by
3342 def't, which said drawbacks are often allowed and paid back to
consignor or consignee months after payment to def't of the original freight bill.

Affiant also says that any exhibit of the earnings of def't or any other railroad without first deducting said rebate, would, in his opinion & belief, be manifestly inaccurate, & in said Exhibit A all such drawbacks have been deducted.

Affiant also states that he has examined the table of gross earnings of def't for last half of said three years, recently served upon the def't, annexed to the affidavit of C. C. Gilman, & that said rebates have not therein been deducted for the years 1872, 1873, & 1874, but are simply the approximate earnings of def't.

Affiant further states that he has compared the tariff of the
3343 def't, to wit, the tariff affixed by the statute of Iowa taking effect
July 4, 1874 (and under which def't has been operating its line since said date), with the tariff as fixed and conformed to before tha time, & states the fact to be the latter statutory tariff has worked a reduction of rates amounting to an average of twenty (20) per cent. o local freight and a reduction of thirty per cent. on passenger rates.

This affiant further deposes that since the 1st day of July, 1874 (a which time affiant made a statement & affidavit in that regard), the earnings of def't have been such that an actual payment of over forty thousand dollars has been made on the car debt, and about twenty-five thousand dollars' reduction of the total balance or debt due

3344 employees, said last payment or deduction having been made since the present executive, I. M. Cate, became such.

The affiant further states that since 1st July, the def't has made payment of two acceptances aggregating four thousand eight hundred dollars & interest debt accruing for ties purchased.

For other disbursements during the year 1874, including large expenditures for rental of rolling stock & locomotives, & rent of Keokuk & Des Moines Railway, affiant states that during that time about $33,580.00 has been paid out on account of these two items.

Affiant submits & makes reference to Exhibit B hereto annexed, and avers the same to be a true statement of the earnings (actual) of the def't for the last six mo's of 1874, as also for the whole year, and in
3345 connection therewith is a statement of the total expenses chargeable against said earnings for the same periods of time.

(S'g'd) D. N. PICKERING.

Subscribed in my presence & sworn to before me by D. N. Pickering this 6th day of January, 1875.

Witness my hand and seal official.

[SEAL.] JOHN ACKLEY,
Notary Public, Scott County, Iowa.

(Endorsed:) The Farmers' Loan & Trust Co. vs. The Central R. R. of Iowa. Report of provisional receiver. Filed Jan'y 11, 1875. Geo. B. Corkhill, clerk.

3346 } *Statement of earnings and operating expenses of the Central Railroad of Iowa for the month of December, 1874.*

EARNINGS.

Freight	54,947 56	
Less rebate	2,590 02	
		52,357 54
Passengers		13,292 94
Mail		788 34
Express		500
Miscellaneous	636 73	
Car service	3,203 63	
		3,840 36
Total earnings		70,779 18

EXPENSES.

Repairs of track	5,437 41
" " bridges & culverts	1,785 93
" " fences C. G. C'r & S. y'ds	10 78
" " buildings	704 08
" " water-works	790 31
" " locomotives	4,723 66
" " cars	482 85
" " tools & machinery	319 50
" " train tools & fixtures	163 [illegible]
" " office & sta. f'r'ture & fix's	213 68
Amount forward	18,990 68
Amount forward	18,990 68
Superintendence & gen. office	1,835 03
New York office expense	125
Legal expense	4,130 85
Insurance	307

Stationery, tickets, and printing	948 04
Advertising & ticket commissions	307
Operating telegraph	661 43
Conductors, baggagemen, & brakemen	3,647 77
Engineers, firemen, and wipers	4,612 95
Station agents, clerks, and watchmen	2,854 53
Fuel used by locomotives	3,713 90
Fuel & lights used in cars & stations	834 71
Oil and waste	750 96
Stock killed or injured	639 63
Loss or damage to freight & baggage	6 64
Teaming freight & mails	223 11
Rents & leases (buildings & lots)	180 74
Rent of rolling-stock	13,110
Rent of K. & D. M. Railway track	810
Miscellaneous expense	384 72
Snow shovelling	512 28
Accident account	4 90
Total expense	59,491 81

SUMMARY FOR DECEMBER, 1874.

Earnings	70,779 18
Expenses	59,491 81
Net earnings	11,287 37

CENTRAL RAILROAD OF IOWA, AUDITOR'S OFFICE,
Marshalltown, Iowa, Jan'y 26th, 1875.

(Signed) T. J. FLETCHER,
Auditor.

To Hon. JOHN F. DILLON,
Judge U. S. Circuit Court, District of Iowa.

(Signed) D. N. PICKERING,
Receiver.

Jan'y 27, '75.
Approved.

(Indorsed:) Original. Statement of earnings and operating expenses of the Central R. R. of Iowa for December, 1874. To Hon. John F. Dillon, judge U. S. circuit court district of Iowa, Davenport, Iowa.

3347 U. S. circuit court, district of Iowa.

FARMERS' LOAN AND TRUST CO.
vs.
CENTRAL RAILROAD CO. OF IOWA.

Report of the receiver appointed Jan'y 7, 1875, at chambers, by order of court, Hon. John F. Dillon, judge, at Davenport.

In compliance with said order the annexed report is submitted, setting out the receipts and disbursements for the month of January, 1875.

(Signed) D. N. PICKERING,
Receiver.

MARSHALL CO., IOWA, *Feb.* 15, 1875.

3348 (Original.)

[Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

MARSHALLTOWN, IOWA, *Feb'y* 15, 1875.

Transcript of cash-book for January, 1875.

Receipts:

Balance cash on hand Jan'y 1st			12,732 61
Rec'd from stations & conductors			54,190 06
"	"	other railroads, t'k't balances, mileage, &c	720 99
"	"	U. S. P. O. Dep't	2,365
"	"	U. S. Express Co	500
"	"	H. & M. Coal Co	10,116 58
"	"	rents & leases	120
"	"	personal accounts	307 06
"	"	store supplies	134 99
"	"	chief engineer's dep't	4 50
"	"	Miscellaneous earnings	1 50
			$81,193 35

[Central Railroad of Iowa, cashier's office, F. F. Bates, cashier.]

MARSHALLTOWN, IOWA, *Feb. 15th*, 1875.

Transcript of cash-book for January, 1875.

Disbursements:

Sent stations to pay balance due other roads		705 56
Bills payable, pay-rolls	7,578 15	
supplies	2,609 02	
		10,187 17
Other railroads, ticket-balances, mileage, &c		2,408 05
Vouchers, supplies, rebate, stock killed, &c		17,139 92
Pay-rolls		30,402 97
Miscellaneous expense		82 55
H. & M. Coal Co		7,975 36
Store supplies		36 92
Stationary, tickets, & printing		50
Legal expense		1 11
Car department		1 05
Station & office expense		3.
Freights on supplies		316 42
Balance cash to Feb'y account		11,932 77
E. & O. E		81 193 35

(Signed) F. F. BATES,
Cashier.

(Indorsed:) 501. Farmer's Loan & Trust Co. vs. Central R. R. Co. of Iowa et al. Receiver's rec'pt for January, 1875. Filed Feb. 16, 1875. (Signed) George B. Corkhill, clerk.

3349 *Receipts and disbursements of cash for Feb'y*, 1875, *of Central Railroad of Iowa.*

RECEIPTS.

eb'y	1st.	Cash on hand			11,932 77
or the mo.		Do. from sta. ag'ts & conductors			20,754 67
		Do.	"	M. M. dep't	73 68
		Do.	"	sundry R. R. co's	4,331 35
		Do.	"	eng. dep't	14 15
		Do.	"	misc. earnings	15 23
		Do.	"	personal a/c	776 43
		Do	"	U. S. Ex. Co., Jan'y s'v'ce	500
					$38,398 28
M'ch	1st.	To cash bal			$6,674 25

3350 DISBURSEMENTS.

Paid vouchers a/c eng. dep't	306	88
“ “ “ car “	858	44
“ “ “ M. M. “	2,267	92
“ “ “ stock killed	129	
“ “ “ rents & leases	15	66
“ “ “ gen'l office & sta. expense	40	68
“ “ “ legal expense	18	70
“ “ “ sta. t'k'ts & printing	119	19
“ “ “ operating telegraph	49	40
“ “ “ L. & D. fr't	35	
“ “ “ teaming, fr't, & mails	22	69
“ “ “ insurance	281	54
“ “ “ accident a/c	254	75
“ “ “ misc. expenses	54	40
“ “ “ D. N. Pickering	123	33
“ rebate v'ch'rs a/c passenger earnings	1,520	10
“ do. “ “ freight do.	4,723	77
“ H. & M. Coal Co. adv'r ch'g's on fr'ts	1,465	68
“ rent of D. V. R. R. track for Jan'y	780	
“ sundry R. r'ds t'k't & car service bal	1,336	08
“ bills payable a/c pay-rolls	6,999	23
“ do. “ supplies	1,182	56
“ pay-rolls	8,628	32
“ cash to sta. ag'ts for connecting lines	510	71
By cash balance to M'ch 1st	6,674	25
	$38,398	26

H. E. CORNWELL, *Cashier.*

MARSHALLTOWN, *M'ch 15th*, '75.

Examined & approved.
(Signed) D. N. PICKERING, *Receiver.*

N. B.—Clerk of the circuit court of the U. States, district of Iowa, will please place on file.

D. N. P., *Receiver.*

(Indorsed:) Farmers' Loan & Trust Co. vs. Cent. R. R. Co. of Iowa et al. Receiver's report, February, 1874. Filed Mar. 17, 1875. (Signed) George B. Corkhill, clerk.

3351 *Receipts and disbursements of cash of C. R. R'd Co. of I'a, for mo. of March*, 1875.

RECEIPTS.

1875.				
M'ch	1st.	To bal. cash from Feb. a/c	6,674	25
For	month.	“ sundry railroads	4,756	33
“		“ rents and leases	30	
“		“ ch'f eng. dep't	1	50
“		“ sundry persons	219	76
“		“ M. M. dep't	44	40
“		“ sta. ag'ts & conductors	61,606	7
			$73,332	
April	1st.	To cash balance	$2,267	

DISBURSEMENTS.

1875.		
By vouchers a/c engineer's dep't	1,787	87
“ “ “ lost freight	5	25
“ “ “ off. & sta. expense	5	
“ “ “ car department	58	87
“ “ “ sta., cars, fuel, & lights	15	75

By vouchers a/c rebate		2,501 09
" " " teaming fr't, & mails		80 24
" " " taxes		3,483 41
" " " accidents		63 71
" " " new buildings		20
" " " ticket commissions		236
" " " stock killed & injured		580 10
" " " legal expense		77 28
" " " stationary, t'k'ts, & printing		6 80
" " " K. & D. M. R. R. T. rent Feb'y		720
" " " insurance		776 61
" " " sundry persons		1,213 53
" " " passenger earnings		40 70
" " " M. M. dep't		676 81
" " " miscellaneous ex		505 01
" paid judgement, Carton & Lusch		1,500
" " interest on same		464 43
" " sundry R. r'd balances		2,888 01
" " Geo. Bentley, ag't, p. p'd coal fr't		1,729 68
" " do. acc't coal		1,664 70
" " bills payable a/c supplies		3,631 78
" " bills payable a/c pay-rolls	$8,112 19	
" " on a/c pay-rolls	34,023 56	
		42,135 75
" cash sent station-agents		4,196 83
" cash bal. to Ap'l a/c		2,267 73
		$73,332 94

H. E. CORNWELL, *Clerk*.

MARSHALLTOWN, I'A, *Ap'l* 15, '75.

I certify the above account correct, and approve the same.
April 5, '75.
(Signed) D. N. PICKERING, *Receiver*.

To be filed in clerk's office of U. S. circuit court, district of Iowa, in Des Moines.

D. N. P., *Rec'v'r*.

Farmers' Loan & Trust Co., trustees, vs. Central R. R. Co. of Iowa.

(Indorsed:) 501. Eq. Farmers' Loan & Trust Co. vs. Cent. R. R. Co of Iowa. Receiver's report for month of March, 1875. Received & filed April 16, 1875. (Signed) George B. Corkhill, clerk.

3353 *Receipts and disbursements of cash of Central Railroad Co. of Iowa for mo. April*, 1875.

April	1. To cash balance from M'ch a/c	2,267 73	
	" " rec'ts from U. S. P. O. Dep't	1,621 59	
	" " do. " U. S. Ex. Co	673 09	
	" " do. " sta. agents & conductors	82,906 12	
	" " do. " railroad co's	2,661 43	
	" " do. " M. M. dep't	79 48	
	" " do. " stock killed	2	
	" " do. " sundry persons	88 20	
			$90,299 64

CONTRA. CR.

April.	By paid bills payable a/c insurance	783 03
	" " " do. pay-rolls	3,311 14
	" " " do. supplys	867 78
	" " " pay-rolls	25,290 25
	" " " sta. ag'ts for back ch'g's other roads	18,171 88
	" " " Geo. Bentley p. p'd fr't on coal	7,436 41

	1.	By paid do. bal a/c to Ap'l 1st, for coal	4,240 99	
	"	" " sundry railroad balances	4,675 75	
	"	" " vouchers a/c stock killed	582 50	
	"	" " do. accidents	484 20	
	"	" " do. real estate	251	
	"	" " do. teaming fr't, & mails	21 86	
	"	" " do. L. & damaged fr't	6	
	"	" " do. M. M. dep't	3,892 81	
	"	" " do. ch'f engineer's do	5,494 47	
	"	" " do. operating Feb'y	23	
	"	" " do. car dep'tm't	1,259 24	
	"	" " do. rebate	1,693 13	
	"	" " do. personal a/c	781 59	
	"	" " do. stationary & p't'g	209 15	
	"	" " do. miscellaneous ex	167 63	
	"	" " do. ticket commissions	76 25	
	30.	" cash bal. to a/c, May 1st	$10,579 58	
				$90,299 64
May	1.	To bal. cash from April a/c	10,579 58	

(Signed) For D. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

MARSHALLTOWN, I'A, 15*th May*, '75.

Examined & certified to as correct. C. R. R. of Iowa.
(Signed) D. N. PICKERING, *Receiver*.

(Indorsed:) 501. Report of D. N. Pickering, receiver Central R. R. of Iowa, for April, 1875. To be filed in clerk's office U. S. c. c't, district of Iowa. Filed June 1, 1875. (Signed) George B. Corkhill, clerk.

3354 ***Receipts and disbursement of cash of Cent. Railroad Co. of I'a for month of May*, 1875.**

May	1.	To cash balance from Ap'l a/c	10,579 58	
		" receipts from ag'ts & conductors	65,144 52	
		" " " sundry R. r'd co's	2,021 51	
		" " " rents & leases	85	
		" " " stock killed (meat sold)	6	
		" " " sundry persons	3,064 13	
		" " " locomotive dep't	19 60	
		" " " U. S. Ex. Co.	500	
		" " " U. S. P. O. Dep't	733 41	
				$82,153 75
		By vouchers paid a/c office & sta. ex	25 71	
		" " " a/c stationary, t'k'ts, & p't'g	25 74	
		" " " ch'f eng. dep't	7,217 14	
		" " " locomotive do.	2,191 68	
		" " " car dep't	575 58	
		" " " miscellaneous ex	368 71	
		" " " stock killed	1,013	
		" " " right of way	175	
		" " " accident a/c	764 06	
		" " " rebates	2,077 14	
		" " " teaming fr't, & mails	45 61	
		" " " L. & d'd fr'ts	89 37	
		" cash paid on sundry persons' a/c	1,112 79	
		" " Geo. Bentley, c. p'd fr'ts on coal	6,479 79	
		" " bills payable a/c supplies	1,811 40	
		" " do. " insurance	789 45	
		" " do. " pay-rolls	1,702 86	
		" " paid on pay-rolls	43,263 91	
		" " do. sundry R. R. co's	4,765 76	
		" " sent station-ag'ts, adv. ch'g's	6,701 10	
May	31.	" cash balance to June a/c	957 95	
				82,153 75

(Signed) D. N. PICKERING, *Receiver*,
By H. E. CORNWALL, *Clerk*.

MARSHALLTOWN, *Jan.* 10, '75.

The above a/c examined & approved as correct, and the same is to be filed in the office of the clerk of the circuit court at Des Moines.

(Signed) D. N. PICKERING, *Receiver.*

(Indorsed:) Filed June 11, 1875. (Signed) George B. Corkhill, clerk.

3355 Overcharge voucher No. 1020.

Central Railroad of Iowa to J. K. Buck & Bro., Dr.

Pay J. K. Buck & Bro., Eldora, Iowa, for overcharge on shipment from Cleveland, O., to Eldora, Iowa, consigned J. K. Buck & Bro., at Eldora. Rate per .

Billed from Eddyville to Eldora, C. R. R. of I.

Date.	W. B.	Car.	Articles.	Weight.	C. R. R. of I.		C. B. & Q. R. R. East.				Total
					Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	*Doll's. C'ts.*
Nov. 28	293		3 cook-stoves..... 2 parlor do. ..... 3 pots............ 3 kettles .... 3 spiders	950	1^{06}	10 07	1^{10}	10 45	38	3 61	24 13
	Should have been			950	53	5 04	55	5 22	......	3 61	13 87
				......	......	5 03	......	5 23	......	"	10 26

All papers attached to bill against K. & D. M. R. R., for their proportion, $5.23.
(Copy.)

Examined and found correct.

(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Foreign proportions: K. & D. M., 5.23.
Approved for payment.

D. N. PICKERING,
General Superintendent.

ELDORA, *May* 20, 1875.

Received of the Central Railroad of Iowa, the sum of ten $\frac{26}{100}$ dollars, in full for the above account.

(Signed) J. K. BUCK & BRO.

(Indorsed:) No. 4066. Central Railroad of Iowa. Overcharge voucher. Pay to J. K. Buck & Bro., Eldora, I'a, month of November, 1875, $10.26. Charge to rebate, $5.03; K. & D. M. R. R., $5.23. Duplicate.

405.—Examined and entered.

(Signed) T. J. FLETCHER, *Auditor.*

JUNE 10, '75.—Copy of voucher paid per order of court, & to be filed n clerk's office, circuit court, Des Moines.

(Signed) D. N. PICKERING, *Receiver.*

Filed June 11, 1875.

GEORGE B. CORKHILL, *Clerk.*

3356 Overcharge voucher, No. 1030.

Central Railroad of Iowa to Wright & Spencer, Dr.

Pay Wright & Spencer, Oskaloosa, I'a, for overcharge on shipment from Baltimore, M'd, to Oskaloosa, I'a, consigned Wright & Spencer at Oskaloosa. Rate 68c. per 100 thro'.

Billed from Eddyville to Oskaloosa.

					C. B. & Q. R. R.		K. & D. M.		C. R. R. of I'a.		
Date.	W. B.	Car.	Articles.	Weight.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Total.
'74.											*Doll's. C'ts.*
Aug. 22	200	3216	260 cases can goods	12,000	......	62 40	......	21 60	......	27 60	111 60
			Should have been	12,000	43	51 60	16	19 20	9	10 80	81 60
				....	......	10 80	......	2 40	......	16 80	30 00
Less amount paid by C. R. R., Oct. 8, '74				....	......	....	......	....	......	13 20	13 20
						10 80	......	2 40	......	16 80	30 00

(Copy.)
All papers attached to bill against K. & D. M. R. R. for $13.20.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Foreign proportions: C. B. & Q., 10.80; K. & D. M., 2.40—13.20.
Approved for payment.
(Signed) D. N. PICKERING,
Receiver & General Superintendent.

OSKALOOSA, *May* 28, 1875.

Received of the Central Railroad of Iowa the sum of sixteen $\frac{80}{100}$ dollars, in full for the above account.
(Signed) WRIGHT & SPENCER.

(Indorsed:) No. 4295. Central Railroad of Iowa. Overcharge voucher. Pay to Wright & Spencer, Oskaloosa, I'a, month of Jan'y, 1875, $16.80. Charge to rebate 3.60, K. & D. M. R. R. 13.20. Duplicate # 441.

Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

JUNE 10, '75.—Copy of voucher paid p'r order of court, & to be filed in clerk's office, circuit court, Des Moines.
(Signed) D. N. PICKERING, *Receiver.*

Filed June 11, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3357 *Receipts and disbursements of cash of Central R. R. Co. of Iowa for month of June*, 1875.

		RECEIPTS.			
1875.					
June	1	To cash balance from May a/c	957	95	
		" " received from U. S. Ex. Co	500		
		" " do " cor. dep't	3		
		" " do " sundry railroad co	3,484	56	
		" " do " sundry persons	2,658	97	
		" " do " sta. agents & conductors	58,704	82	
					$66,309 30
		DISBURSEMENTS.			
		By paid bills payable a/c, supplys	4,237	58	
		" " sundry railroad cos	4,929	85	
		" " on personal a/c	5,073	78	
		" " bills payable a/c, pay-rolls	6,026	21	
		" " cash on pay-rolls	13,066	32	
		" " vouchers, a/c stock killed	838		
		" " " accident a/c	24		
		" " " right of way	300		
		" " " car dep't	980	21	
		" " " locomotive dep't	1,732	13	
		" " " ch'f engineers "	6,634	48	
		" " " legal expense	12	68	
		" " " miscellaneous do	330	74	
		" " " stationary, t'k'ts, & p't'g	406	15	
		" " " rebate	2,827	10	
		" " " teaming fr't & mails	38	03	
		" " " L. & D. fr't	50	07	
		" cash sent agents connecting lines	7,055		
June	30	" do balance to July a/c	11,746	97	
					$66,309 30

(Signed) D. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

Copies of vouchers paid p'r order of court.

N. B.—No's 3315—3986—4017
3747—3934—3843
3783—4238—3959
3782—4243—4035 } 16 vouchers.
3444—3906—3988
4045—

D. N. P., *Receiver*.

The above acc't ex'n'd and approved as correct, and is to be filed in he clerk's office U. S. circuit c't, at Des Moines, p'r order Judge Dillon.

(Signed) D. N. PICKERING, *Receiver*.

(Indorsed:) 501. Filed July 12, 1875. (Signed) George B. Corkhill, rk.

58 Overcharge voucher, No. , Aug. 7, '74.

Central Railroad of Iowa, to J. M. Fish, Dr.

Pay J. M. Fish, Eddyville, Iowa, for overcharge on shipment from Eddyville & M. City to Minneapolis & Eddyville, consigned sundry persons at rate per .

Billed from M. City & Eddyville to Eddyville & M. City.

Dated JUNE 23, 1875.

Received of the Central Railroad Company of Iowa the sum of one $\frac{50}{100}$ dollars ($\$1\frac{50}{100}$), in full for the above account.

(Signed) FRANK WHITNEY.

Approved Oct. 20, 1874.

(Signed) D. N. PICKERING, *Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3747. Charge to off. & sta. ex., $\$1\frac{50}{100}$. Bill of Frank Whitney, Marshall. Month of Oct., 1875. Entered journal. Paid cash-book C, 146. Copy. Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3362 (Requisition No. .)

Central Railroad Co. of Iowa, Marshall Station, to Frank Whitney, Dr.

Charge to—	1874.		Dollars.	Cents.
	Oct. 19	For cleaning & repairing clock at Albia & in despatcher's office at Marshall..........................	5	
		For one day's work on telegraph line at N. Wood......	2	
			7	00

Examined and entered.

(Signed) T. J. FLETCHER, *Aud'r.*

Certified by—

(Signed) A. RUSSELL, *G. P. & T. A.*

Dated JUNE 23, 1875.

Received of the Central Railroad Company of Iowa the sum of seven dollars ($7), in full for the above account.

(Signed) F. WHITNEY.

Approved Nov. 4, 1874.

(Signed) D. N. PICKERING, *Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher, No. 3783 Charge to off. & sta. ex., $7. Bill of Frank Whitney, Marshall. Mont' of Oct., 1874. Entered journal D, 363. Paid cash-book C, 146. Cop Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3363 (Requisition No. .)

Central Railroad Co. of Iowa, Marshall Station, to Frank Whitney, Dr.

Charge to—	1874.		Dollars.	Ce
Off. & sta. ex...........	Oct. 6 In month of Sept.	For repairing clocks in station-houses along line of road (10 houses), as per bills attached to original voucher..	$25	

Examined and entered.

(Signed) T. J. FLETCHER, *Aud'r.*

Certified by—

(Signed) A. RUSSELL, *M. T.*

Dated JUNE 23, 1875.

Received of the Central Railroad Company of Iowa the sum of twenty five dollars ($25), in full for the above account.

(Signed) FRANK WHITNEY.

Approved Nov. 4, 1874.

(Signed) D. N. PICKERING, *Gen'l Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3782. Charge to off. & sta. ex., $25. Bill of Frank Whitney, Marshall. Month of Oct., 1874. Entered journal D, 363. Paid cash-book C, 146. Copy. Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3364 (Requisition No. .)

Central Railroad Co. of Iowa, Marshall Station, to Frank Whitney, Dr.

Charge to—	1874.		Dollars.	Cents
	Sept. 4	For washing done in gen'l fr't office........		70

Examined and entered.

(Signed) T. J. FLETCHER, *Aud'r.*

Certified by—

(Signed) C. A. JEWETT, *G. F. Ag't.*

Dated JUNE 23, 1875.

Received of the Central Railroad Company of Iowa the sum of seventy cents ($$\frac{70}{100}$), in full for the above account.

(Signed) F. WHITNEY.

Approved Sept. 11, 1874.

(Signed) D. N. PICKERING, *G. Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3444. Charge to off. & sta. ex., $$\frac{70}{100}$. Bill of Frank Whitney, Marshall. Month of Sept. 1874. Entered journal. Paid cash-book C, 146. Copy. Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3365 (Requisition No. .)

Central Railroad Co. of Iowa, Oskaloosa Station, to J. Kalbach & Son, Dr.

Charge to—	1874.		Dollars.	Cents.
Eng. dept	Ap'l 21	For 96 f't fencing, @ 2½¢........	2	40
		Drayage........		25
			2	65

Examined and entered.

(Signed) T. J. FLETCHER, *Aud'r.*

Dated JUNE 21, 1875.

Received of the Central Railroad Company of Iowa the sum of two$\frac{65}{100}$ dollars ($2.65), in full for the above account.

(Signed) J. KALBACH & SON.

Approved Dec. 8, 1874.

(Signed) D. N. PICKERING, *Gen'l Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3959. Charge to eng. dept., $2.65. Bill of J. Kalbach & Son, Oskaloosa. Month of Dec., 1874. Entered journal D, 389; paid cash-book C., 141. Copy. Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3366 (Requisition No. 1064.)

Central Railroad Co. of Iowa, Marshall Station, to J. H. Hammond, Dr.

Charge to—	1874.		Dollars.	Cents.
	Nov. 29	For loss of $1\frac{2}{12}$ doz. bottles porter consigned to J. H. Hammond, Eldora, Marshall, W. B. 14, car 6546, Aug. 2, '74: $1\frac{2}{12}$ doz. pt. bot's porter, @ $4.75 .... All papers pertaining to loss attached to original.	5	53

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*

Certified by—
(Signed) C. A. JEWETT, *G. F. A.*

Dated JUNE 10, 1875.

Received of the Central Railroad Company of Iowa the sum of five $\frac{53}{100}$ dollars ($5.53), in full for the above account.
(Signed) J. H. HAMMOND.

Approved Dec. 5, 1874.
(Signed) D. N. PICKERING,
Gen'l Sup't.

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3934. Charge to lost & damaged fr't, $5.53. Bill of J. H. Hammond, Eldora, Iowa. Month of Nov., 1874. Entered journal D, 385. Paid cash-book C, 142. Copy. Filed July 12, 1875. (Signed) Geo. B. Corkhill, clerk.

3367 (Requisition No. .)

Central Railroad Co. of Iowa, Station, to Rand, McNally & Co., Chicago, Dr.

Charge to—	1874.			Dollars.	Cents.
	Oct. 27	For 2 M con'r vouchers, envelopes	13		
	"	" 4 M " vouchers....................	48		
G. P. & T. Dept.......	"	" 50 books, 100 each. N. & S. stop-over ch'ks..	40		
	"	" 3 M cond'rs checks, @ 13$....................	39		
	29	" 2½ M coupons, @ 12½...	3 12		
				$143	12
Sta. t'k'ts, & p't'g.......	Oct. 10	" 100 conductors' books..............................		45	
Eng. dept. (C. E.).......	" 13	" 3 reams time-books (paged)..................	$28 50		
		" 500 " " covers....................	9 25		
				37	75
				$225	87

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*

Dated JUNE 12, 1875.

Received of the Central Railroad Company of Iowa the sum of two hundred and twenty-five $\frac{87}{100}$ dollars ($225.87), in full for the above account.

(Signed) **RAND, McNALLY & CO.**

Approved Nov. 12, 1874.

(Signed) **D. N. PICKERING,**
Gen'l Sup't.

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3843. Charge to sund's, $225.87. Bill of Rand, McNally & Co., Chicago. Month of Oct., 1874. Entered journal D, 364; paid cash-book C, 142. Copy. Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3368 (Requisition No. .)

Central Railroad Co. of Iowa, Station, to J. Kalbach & Son, Dr.

Charge to—	1874.		Dollars.	Cents.
	Dec. 10	For loss in transit of 947 f't of lumber, cons. to J. Kalback & Son, N. Sharon, Mason City. W. bill 171, car 398, Nov. 10, 1874. Loss located in wreck at Searsboro':		
		917 feet lumber, @ 17$ per M.	16	10
		All papers attached to original voucher.		

Examined and entered.

(Signed) **T. J. FLETCHER,** *Aud'r.*

Certified by—

(Signed) **C. A. JEWETT,** *G. F. Ag't.*

Dated JUNE 26, 1875.

Received of the Central Railroad Company of Iowa the sum of sixteen $\frac{10}{100}$ dollars ($16.10), in full for the above account.

(Signed) **J. KALBACH & SON.**

Approved Dec. 14, 1875.

(Signed) **D. N. PICKERING,** *G. Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 4035. Charge to L. & d'd fr't, $16.10. Bill of J. Kalbach & Son, New Sharon. Month of Nov., 1874. Entered journal D, 397; paid cash-book C, 147. Copy. Filed July 12, 1875. (Signed) George B. Corkhill, clerk.

3369 (Overcharge voucher No. , Jan'y 14, '75.)

Central Railroad of Iowa to H. L. Johnson, Dr.

Pay to H. L. Johnson, Corning, Iowa, for overcharge on shipment from Minneapolis to Albia, Iowa, consigned various parties at , rate per .

Billed from Mason City to Albia, I'a.

Date.	W. B.	Car.	Articles.	Weight.	C. R. R. of I'a. Rate.	C. R. R. of I'a. Amount.	M. & S't P. R. R. Rate.	M. & S't P. R. R. Amount.	Rate.	Amount.	Total. Doll's. Cts.
Oct. 3, '74.	58	552	Lumber.	21,500	15^2	33 33	....	26 88	.....	....	....
" 1,	14	378	"	21,000	12^2	26 25	....	28 25	.....	....	....
" 23,	276	387	"	22,500	"	28 13	....	30 13	.....	....	....
Nov. 20,	320	324	"	22,500	"	28 13	....	30 13	.....	....	....
" 27,	425	444	"	21,000	"	26 25	....	28 25	.....	....	....
				108,500	......	142 09	....	145 64	.....	287 73	....
Should have been......				108,500	23^2	....	254 98	....	.....	....	....
Loading ch'g'd $2 car..				....	......	....	10	....	.....	264 98	
											$22 75

3 cars in Oct. '74.
2 " " Nov. "

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Ag't.

Approved for payment.
D. N. PICKERING,
Receiver, General Superintendent.

CORNING, I'A, *June* 11, 1875.

Received of the Central Railroad of Iowa the sum of twenty-two $\frac{75}{100}$ dollars, in full for the above account.
(Signed) H. L. JOHNSON.

(Indorsed:) No. 4238. Central Railroad of Iowa, overcharge voucher, pay to H. L. Johnson, Corning, I'a, month of Dec., 1874, $22.75; charge to rebate 12.59, C. M. & S't P. R. R., 10.16. Copy.

428. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed July 12, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3370 (Overcharged voucher No. Jan'y 19, '75.)

Central Railroad of Iowa to H. G. Little, Dr.

Pay to H. G. Little, Grinnell, Iowa, for overchage on shipment from Grinnell to . Consigned Johnson & Co., at Sedalia, M'o. Rate, per .
Billed from to .

Date.	W. B.	Car.	Articles.	Weight.	C. R. R. Rate.	C. R. R. Amount.	S't L., K. C. & N. Rate.	S't L., K. C. & N. Amount.	M. K. & T. Rate.	M. K. & T. Amount.	Total. Dolls. Cts.
Nov. 6	70	850	Bulk potatoes......	20,000	14	28	24	48 00	15	30	....
" 10	96	2274	do.	20,000	14	28	24	48 00	15	30	....
				40,000	....	56	......	96	....	60	$212
			Should have been..	40,000	14	56	15	60	....	60	176
			℅..............	....	....	......	......	36	....	....	36

Papers attached to bill vs. S't L., K. C. & N. for full amount.

Foreign proportions: S't L., K. C. & N., 36.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
(Signed) D. N. PICKERING,
Receiver, General Superintendent.

MARSHALLTOWN, *June* 15, 1575.

Received of the Central Railroad of Iowa the sum of thirty-six dollars, in full for above account.
(Signed) HENRY G. LITTLE,

(Indorsed:) No. 4243. Central Railroad of Iowa. Overcharge voucher. Pay to H. G. Little, Grinnell, mouth of Dec., 1875, $36. Charge to S't L., K. C. & N. R. R. Copy.

432. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed July 12, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3371 (Overcharge voucher No. 3906, Nov. 18, '74.

Central Railroad of Iowa to Purdy Bro's & Co., Dr.

Pay Purdy Bro's & Co., Mason City, for overcharge on shipment from Chicago to Mason City, consigned Purdy Bro's & Co., at Mason City. Rate 80c. per bbl.

Billed from Ackley to Mason City.

Date.	W. B.	Car.	Articles.	Weight.	C. R. R. of I. Rate.	C. R. R. of I. Amount.	Ill. C. R. R. Rate.	Ill. C. R. R. Amount.	Total. Rate.	Total. Amount.	Total. Doll's. Cts.
Oct. 29.	331	2504	70 bbls. salt	....	....	25 35	....	45 65	1 00	71	....
			1 sack "	....	....	20 28	....	36 52	80	56 80	....
			%.			5 70		9 13		14 20	

Papers attached to bill vs. Ill. C. R. R. Co. for their pro. based on earnings, rate pro rata, 9.13.

Foreign proportions: Ill. C. R. R., 9.13.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
D. N. PICKERING,
General Superintendent.

JUNE 7, 1875.

Received of the Central Railroad of Iowa, the sum of fourteen $\frac{20}{100}$ dollars, in full for the above account.
(Signed) PURDY BRO'S & CO.

(Indorsed:) No. 3906. Central Railroad of Iowa. Overcharge voucher.

Pay to Purdy Bro's & Co., Mason City, month of Nov., 1874, $14.20. Charge to rebate, 5.07; Ill. Cent. R'y, 9.13. Copy.

381. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed July 12, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3372 (Overcharge voucher No. , Dec. 3, '74.)

Central Railroad of Iowa to W. H. Wray, Dr.

Pay William H. Wray, Oskaloosa, for overcharge on shipment from Minneapolis to Oskaloosa, consigned W. H. Wray at Minneapolis. Rate, per .

Billed from Mason City to Oskaloosa.

Date.	W. B.	Car.	Articles.	Weight.	C. R. R. of I.		M. & S't R. R.		Total.		Total.	
					Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Doll's.	C'ts.
....	....	....	On 20 cars lumber	434,300	....	542 93	....	582 93	....	1,125 86	......	
....	....	....	Should have been	434,300	C.	22½c	....	977 18	....	....	......	
....	....	....	Loading-charges on 20 cars, C. $2	....	....	....	....	40	..	1,017 18	......	
								$1,017 18			108	68

5 cars in Oct.
15 " " Nov.
—
20

Have billed against M. & S't P. R. R. Co. for their pro, based on earnings.

Foreign proportions: M. & S't P. R. R., 54.34.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
(Signed) D. N. PICKERING,
General Superintendent.

JUNE 15TH, 1875.

Received of the Central Railroad of Iowa, the sum of one hundred and eight $\frac{68}{100}$ dollars, in full for the above account.
(Signed) W. H. WRAY.

(Indorsed:) No. 4017. Central Railroad of Iowa. Overcharge voucher. Pay to W. H. Wray, Oskaloosa, month of November, 1874, $108.68. Charge to rebate, 54.34; C. M. & S't P. R. R., 54.34. Copy.

#387. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed July 12, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3373 (Overcharge voucher No. , Nov. 28, '74.)

Central Railroad of Iowa to J. Kalbach & Son, Dr.

Pay J. Kalbach & Son, New Sharon, for overcharge on shipment from Minneapolis to New Sharon, consigned as above, at . Rate , per .

Billed from Mason City to New Sharon.

Date.	W. B.	Car.	Articles.	Weight.	C. R. R. of I.		M. & S't P. R. R.		Total.		Total.	
					Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Doll's.	C'ts.
			On 9 cars lumber	202,000	12^2	352 54		270 54		523 08		
			Should have been	202,000	22^2	454 50						
			Loading-ch'g's 9 cars, C. $2			18				472		
			Statement attached								50	58

Have billed against M. & S't P. R. R. for their pro, based on earnings, $25.29.

Foreign proportions: M. & S't P. R. R., $25.29.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
(Signed) D. N. PICKERING,
General Superintendent.

JUNE 26TH, 1875.

Received of the Central Railroad of Iowa, the sum of fifty $\frac{50}{100}$ dollars, in full for the above account.
(Signed) J. KALBACH & SON.

(Indorsed:) No. 3988. Central Railroad of Iowa. Overcharge voucher. Pay to J. Kalbach & Son, New Sharon, month of November, 1875, $50.58. Charge to rebate, 25.29; M. & S't P. R. R., 25.29. Copy. C. B. C. 147.

391. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed July 12, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3374 ***Receipts and disbursements of cash by C. R. R. Co. of Iowa in month of July,*** 1875.

July	1. To balance cash from June a/c	11,746 97	
	" Cash from station ag'ts & cond'rs	66,858 91	
	" do. " personal a/c	1,768 88	
	" do. " U. S. P. O. Dep't	1,393 69	
	" do. " Sundry R. R. Co	4,685 79	
	" do. " locomotive dep't	18 97	
	" do. " U. S. Ex. Co	500	
			$86,973 21

DISBURSEMENTS.

By vouchers paid a/c teaming, freight, &c	144 52
" do. " operating tel'y	119 37
" do. " car department	661 09
" do. " engineer depart	5,824 66
" do. " Locomotive do.	3,410
" do. " stock killed	973 50
" do. " misc. expense	390 06
" do. " taxes 1874	9,885 79
" do. " lost & dam'g' fr't	46 18
" do. " rents & leases	50 56
" do. " rebate	4,257 25
" do. " accident a/c	56 75
" Cash paid on personal a/c	4,432 55
" do. sundry R. R. Co.'s	2,648 59
" do. bills payable a/c supplys	4,551 03
" do. do. " pay-rolls	1,548 77

	By cash paid on pay-rolls	31,061 65	
	" do. sent station agents	9,593 77	
July	31. " Cash balance to August a/c	7,317 12	
			$86,973 21

Marshalltown, Iowa, Aug., 1875.
(Signed)
D. N. PICKERING,
Receiver.
By H. E. CORNWELL,
Clerk.

To the clerk of the U. S. circuit court district of Iowa, Des Moines:

The above acc't has been examined by me & found to be correct, and is forwarded to you to be placed on the files of the court. The above statements of acc'ts is in compliance with order of court, dated Jan'y 7, '75. Copies also of seven vouchers paid per order of court.

(Signed) D. PICKERING, *Receiver.*
D. N. P., *Rec'r.*

N. B.—Please acknowledge receipt.

(Indorsed:) No. 501. Eq. Farmers' Loan & Trust Company vs. Central Railroad Company of Iowa. Receiver's rep't for July, 1875. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3375 (Requisition No. .)

Central Railroad Co. of Iowa, Mason City station, to R. J. Malone, D'r.

Charge to	1874.		Dollars.	Cents.
	Nov. 24.	For one b'dle fence wire	4	70

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*
Certified by—
CHA'S C. GILMAN, *C. E.*
Dated JUNE 23, 1875.

Received of the Central Railroad Company of Iowa the sum of four $\frac{70}{100}$ dollars ($\$4\frac{70}{100}$) in full for the above account.

(Signed) R. J. MALONE.

Approved Dec. 8, 1874.

(Signed) D. N. PICKERING, *G. Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3956. Charge to eng. dep't $\$4\frac{70}{100}$. Bill of R. J. Malone, Mason City, month of Nov., 1875. Entered journal D, 389. Paid cash-book C, 148. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3376 (Requisition No. .)

Central Railroad Co. of Iowa, station, to Cha's Leighton, Oskaloosa, D'r.

Charge to	1874.		Dollars	Cents.
	Dec. 3.	For % on shipment from Minneapolis to Oskaloosa, billed from Mason City to Oskaloosa, on 6 cars lumber.		

	W't	Am't C. R. R.	Am't M. & S't	Total
	132,500	$165.65	177.65	$343.30
Sh'd have been	132,500 c 22½c		298.12	
Loading ch'g's 2$ per car			12.	310.12
6 cars in November				33.18

	Dollars	Cents.
Statement attached to original; billed against M. & S't P. R. R. for their proportion based on earnings	$16	59

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*
Certified by—
(Signed) C. A. JEWETT, *G. F. Ag't.*
Dated JULY 1, 1875.

Received of the Central Railroad Company of Iowa the sum of thirty-three $\frac{18}{100}$ dollars ($33.18) in full for the above account.
(Signed) C. LEIGHTON.
Approved , 187 .
(Signed) D. N. PICKERING, *G. Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 4018. Rebate, 16.59. Charge to C. M. & S't P. R. R., 16.59. $\$33\frac{18}{100}$. Bill of Cha's Leighton, Oskaloosa, month of November, 1874. Entered journal, 387. Paid cash-book C, 148. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3377 (Requisition No.)

Central Railroad Co. of Iowa, Oskaloosa station, to Carey Cooper D'r.

Charge to	1874.			Dollars.	Cents.
	Nov. 17	For 30 + 10d clinch nails	@ 24c	2	40
	" 21	" 1 keg 30d nails	4.25		
		" 25 + 8d fence "	1.13		
		" 20 + clinch "	1.60		
		Drayage	10		
				7	08
	" 23	" 10 + 10d clinch nails	.80		
		" 8 bolts 7x¾	1.70		
				2	50
				$11	98
		Above used for new stock-yards at Oskaloosa.			

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*
Certified by—
(Signed) CHA'S C. GILMAN, *C. E.*
Dated JULY 10, 1875.

Received of the Central Railroad Company of Iowa the sum of eleven $\frac{98}{100}$ dollars ($\$11\frac{98}{100}$) in full for the above account.
(Signed) CAREY COOPER.
Approved Dec. 8, 1874.
(Signed) D. N. PICKERING,
Gen'l Sup't.

(Indorsed :) Central Railroad Company of Iowa. Voucher No. 3961. Charge to eng. dep't $\$11\frac{98}{100}$. Bill of Carey Cooper, Oskaloosa, month of Dec., 1875. Entered journal D, 389; paid cash-book C, 150. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3378 (Requisition No.)

Central Railroad Co. of Iowa, Grinnell station, to J. S. Freeman D'r.

Charge to	1874.		Dollars.	Cents
	Nov. 9.	For transfer charges on through freights transferred at Grinnell station during the month of October, 1874. Tctal weight, 33,600, @ 3c	$10	08

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*
Certified by—
(Signed) C. A. JEWETT, *G. F. Ag't.*

Dated JUNE 28, 1875.

Received of the Central Railroad Company of Iowa the sum of ten $\frac{08}{100}$ dollars ($\$10\frac{08}{100}$) in full for the above account.
(Signed) J. S. FREEMAN.
Approved 187 .
(Signed) D. N. PICKERING,
Gen'l Sup't.

(Indorsed :) Central Railroad Company of Iowa. Voucher No. 3895. Charge to teaming fr't & mails, $\$10\frac{08}{100}$. Bill of J. S. Freeman, ag't, Grinnell, month of Oct., 1874. Entered journal D, 374; paid cashbook C, 148. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill. clerk.

3279 (Requisition No. . Dec. 16, '74.)

Central Railroad Co. of Iowa, Oskaloosa Station, to Wright & Spencer, D'r.

Charge to	1874.		Dollars.	Cents.
	.	For % on shipment from Chicago to Oskaloosa, via Albia, Iowa, on shipment of general m'd'se during month of November, 1874.		

	Wt.	Amound C., R. R.	Rate.	Amount C., B. & Q. R. R.	Rate.		Dollars.	Cents.
	34,290	$159. 10		$411. 55			Total. 570	65
Should have been	34,290 @ 1$ per C.	34. 29	@ 40c	137. 16	@ 50c	171 45		
2 cars salt 46$ per car @ 9$		18	@ 37. 50	75	40. 50	93		
2 do. C. oil 95 " " @ 10		20	@ 85	170	@ 95	190		
							454	45
		$72. 29		$382. 16				
		86. 81		29. 39			116	20

Have billed vs. C., B. & Q. their pro. %, $29.39.

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*
Certified by—
(Signed) C. A. JEWETT, *G. F. Ag't.*

Dated OSKALOOSA, *July 9th*, 1875.

Received of the Central Railroad Company of Iowa the sum of one hundred and sixteen $\frac{20}{100}$ dollars ($\$116\frac{20}{100}$) in full for the above account.

(Signed) WRIGHT & SPENCER.

Approved 187 .

(Signed) D. N. PICKERING, *G. Sup't.*

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 4065. Rebate 86.81. Charge to C., B. & Q. R. R., 29.39; $\$116\frac{20}{100}$ $116\frac{20}{100}$. Bill of Wright & Spencer, Oskaloosa, Iowa, month of November, 1874. Entered journal D, 405; paid cash-book C, 150. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3380 (Requisition No. .)

Central Railroad Co. of Iowa, Union Station, to G. W. McKinney D'r.

Charge to	1874.		Dollars.	Cents.
	Dec. 7.	For ℅ on shipment from Union to Chicago, via Marshalltown. W't. Rate. Amount. On 8 cars wheat 160,000 $12c^2$. 200 Should have been 160,000 @ 10^2 168 8 cars in November. Papers attached to original bill.	℅ $32	

Examined and entered.

(Signed) T. J. FLETCHER.

Certified by—

(Signed) C. A. JEWETT, *G. F. Ag't.*

Dated UNION, *July* 17, 1875.

Received of the Central Railroad Company of Iowa the sum of thirty-two dollars ($32) in full for the above account.

(Signed) G. W. McKINNEY.

Approved 187 .

(Signed) D. N. PICKERING,
Gen'l Sup't.

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 4029. Charge to rebate $32. Bill of G. W. McKinney, Union, month of November, 1874. Entered journal, 397; paid cash-book C, 152. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3381 **(Requisition No. .)**

Central Railroad Co. of Iowa, North Wood Station, to M. V. Bentley, a/c with Tho's Wordell, adm'r D'r.

Charge to	1875.		Dollars.	Cents.
	Jan'y 9.	For a/c on shipm't from N. Wood to Milwaukee, Wis., billed N. Wood to M. City.		
		W't. Rate.		
		On 34 cars wheat 726, 930, 1.7^{2} $1,272. 16 sh'd be $908.66	a/c $363	50
		cars 490 19, 300 $33. 78		
		" 532 19, 980 $34. 97		
		" 4002 18, 000 $31. 50		
		" 3838 18, 000 $31. 50		
		" 2312 19, 010 $33. 27		
		" 3230 19, 570 $34. 25		
		" 194 13, 290 $23. 26		
		127, 150 @ 1.7^{2} $222. 53		
		Should be 7 cars of 20,000=140, 000 " " 245		
		12, 850 22. 47		
		Rebate on 12,850 lbs. @ 5c. 6. 43		
			16	04
		Excess on 23,000 lbs. @ 10c. 23		
		Penalty " 655 " @ 50c. 6. 55	347	46
			29	55
		Total..	317	91

10 cars in Aug. '74 ; 12 do. Sept.

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*
Certified by—
(Signed) C. A. JEWETT, *G. F. Ag't.*

Dated N. W., *Suly* 10, 1875.

Received of the Central Railroad Company of Iowa the sum of three hundred & seventeen $\frac{91}{100}$ dollars (317\frac{91}{100}$) in full for the above account.
(Signed) THO'S WORDELL.

Approved 187 .
(Signed) D. N. PICKERING,
Receiver & G'l Sup't.

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 4208. Charge to rebate 317\frac{91}{100}$. Bill of Tho's Wordell, North Wood, I'a., month of Dec., 1874. Entered journal D, 423; paid cash-book C, 151. Copy. Filed Aug. 14, 1875. (Signed) George B. Corkhill, clerk.

3382 ***Receipts and disbursements of cash for month of August, 1875, by C. R. R. Co. of Iowa.***

RECEIPTS.

Aug.	1.	To balance cash from July a/c..............................	7,317 12	
		" rec'ts from station ag'ts & cond'rs..................	68,232 67	
		" " " stock killed....................................	6 10	
		" " " U. S. P. O. Dep't..............................	903 31	
		" " " personal a/c....................................	604 25	
		" " " railroad co's..................................	3,532 20	
		" " " rents & leases.................................	35	
		" " " ch'f eng. dep't................................	2 25	
		" " " U. S. Ex. Co.....................................	500	
		" " " Geo. Bentley, ag't..............................	2,471 51	
		" " " locomotive dep't................................	1 15	
				$83,605 56

DISBURSEMENTS.

	By paid vouchers' ᵃ⁄c eng. dep't	6,034	59	
	“ “ “ loco. dep't	3,985	12	
	“ “ “ car dep't	833	44	
	“ “ “ legal ex	61	96	
	“ “ “ taxes	10,011	22	
	“ “ “ rebate	1,583	99	
	“ “ “ right of way	100		
	“ “ “ stock killed	1,253	40	
	“ “ “ accident ᵃ⁄c	24	55	
	“ “ “ misc. expense	192	55	
	“ “ on personal ᵃ⁄c	564	90	
	“ “ Geo. Bentley, pp'd fr't on coal	9,691	78	
	“ “ sundry R. R. Co's	2,583	31	
	“ “ bills payable ᵃ⁄c supplies	12,326	01	
	“ “ “ “ “ pay-rolls	3,141	34	
	“ “ on pay-rolls	18,501	62	
	“ sent station agents	7,517	96	
Aug. 31.	“ cash balance to Sept. ᵃ⁄c	5,197	82	
				$83,605 56

(Signed) D. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

9. 13, 75.

SEPT. 15, '75.

This acc't examined & found correct, and is forward' to clerk of the U. S. circuit court, dist. of Iowa, in conformity to order of Judge Dillon, of Jan'y 7, '75, to be placed on the file of the court, accompanied by eight vouchers (copies) also per order.

(Signed) D. N. PICKERING, *Receiver*.

(Indorsed:) 501. Farmers' Loan & Trust Co. vs. The Central Railroad Co. of Iowa. Receiver's report for August, 1875. Filed Sept. 15, 1875. (Signed) George B. Corkhill, clerk.

3382¼ (Requisition No. .)

Central Railroad Co. of Iowa, Eldora Station, to Geo. McElroy & Son, Dr.

Charge to	1874.		Dollars.	Cents.
	Dec. 12.	For damage to one table, coming from Dubuque, consigned to Geo. McElroy & Son, Eldora, Iowa. Ackley W. B. 29, Dec. 3, '74. Damage	$2	

Examined and entered.
(Signed) T. J. FLETCHER.

Certified by—
(Signed) C. A. JEWETT, *G. F. Ag't*.

Dated AUG. 28TH, 1875.

Received of the Central Railroad Company of Iowa, the sum of two dollars ($2) in full for the above account.

(Signed) GEO. McELROY & SON.

Approved Dec. 16, 1874.
(Signed) D. N. PICKERING,
Receiver and Gen. Sup't.

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 4042. Charge to l. & d'd frt. $2. Bill of Geo. McElroy & Son, Eldora, Iowa, month of November, 1875. Entered journal 399. Paid cash-book C, 162. Copy. Filed Sept. 15, 1875. (Signed) George B. Corkhill, clerk.

3382½ (Requisition No. .)

Central Railroad Co. of Iowa, Coalfield Station, to Silas Height, Dr.

Charge to	1874.		Dollars.	Cents.
	Oct. 7.	One keg powder....................................	4	50
	" 16.	One " "	4	50
	" 28.	One " "	4	50
	Nov. 2.	One " "	4	50
			18	

Examined and entered.
(Signed) T. J. FLETCHER, *Aud'r.*

Certified by—
(Signed) C. C. GILMAN, *C. E.*

Dated Aug. 4, 1875.

Received of the Central Railroad Company of Iowa the sum of eighteen dollars ($18) in full for the above account.
(Signed) S. HEAIGHT.

Approved Dec. 8, 1874.
(Signed) D. N. PICKERING,
Gen'l Sup't.

(Indorsed:) Central Railroad Company of Iowa. Voucher No. 3953. Charge to eng. dep't. $18. Bill of S. Heaight, Coalfield, month of Dec., 1874. Entered journal. Paid cash-book C, 157. Copy. Filed Sept. 15, 1875. (Signed) George B. Corkhill, clerk.

3383 Overcharge Voucher, No. , Nov. 12, '74.

Central Railroad of Iowa, to Peter Mendell, Dr.

Pay Peter Mendell, New Shoron, for overcharge on shipment from New Shoron to Chicago, consigned to sundry persons at Chicago. Rate, per .

Bill from New Shoron to Eddyville. C. R. R. K. & D. M.

Date.	W. B.	Car.	Articles.	Weight per car.	Rate.	Amount per car.	Rate.	Amount.	Total.		Total.
									Rate per car.	Amount.	Doll's. Cts.
On 14 cars stock				15	210	45	......	630	60	840	......
Should have been				13.12	183 68	39 38	......	551 32	52 50	735	......
4 cars in July, ⅝.					26 32	......	......	78 68	......	105	......

4 " " Aug.
3 " " Sept.
3 " " Oct.
—
14

All papers attached to original.
Have billed against K. & D. M. R. R. for their proportion of overcharge 78 68
Foreign proportion K. & D. M. $78 68

Examined and found correct.
(Signed) **C. A. JEWETT,**
Gen'l Freight Agent.

Approved for payment.
(Signed) **D. N. PICKERING,**
General Superintendent.

AUGUST 17, 1875.

Received of the Central Railroad of Iowa the sum of one hundred & five dollars, in full for the above account.
(Signed) **PETER MENDELL.**

(Indorsed:) No. 3890. Central Railroad of Iowa. Overcharge voucher. Pay to Peter Mendell, New Shoren, mouth of Oct., 1875, $105. Charge to rebate, 26.32. K. & D. M. R. R., 78.68. Copy.

375. Examined and entered.
(Signed) **T. J. FLETCHER,** *Auditor.*

Filed Sept. 15, 1875.
(Signed) **GEORGE B. CORKHILL,** *Clerk.*

3384 Overcharge Voucher, No. , Nov. 12, '74.

Central Railroad of Iowa, to Peter Mendell, Dr.

Pay Peter Mendell, Seorsboro, for overcharge on shipment from Seorsboro to Chicago, consigned sundry persons at Chicago. Rate, per .

Billed from Seorsboro to Eddyville. C. R. R. K. & D. M.

REC. 175—75

Date.	W. B.	Car.	Articles.	Weight.	Rate.	Amount.	Rate.	Amount.	Total. Rate.	Amount.	Total. Doll's. Cts.
On 11 cars stock											
Charges on 11 cars					15	165	45	495	60	660	
Should be					13⅛	144 38	39 38	433 18	52 50	577 50	
6 cars in July						20 68		61 82		82 50	

4 " " Aug.
1 " " Sept.
11

All papers attached to original.
Have billed against K. & D. M. R. R. for their proportion.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
D. N. PICKERING,
General Superintendent.

AUGUST 17, 1875.

Received of the Central Railroad of Iowa the sum of eighty-two $\frac{50}{100}$ dollars, in full for the above account.
(Signed) PETER MENDELL.

(Indorsed:) No. 3888. Central Railroad of Iowa. Overcharge voucher. Pay to Peter Mendell, Searsboro, month of Nov., 1874, $82.50. Charge to rebate 20.68. K. & D. M. R. R., 61.82. Copy.

375. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed Sept. 15, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3385 Overcharge Voucher, No. , June 27, '74.

Central Railroad of Iowa, to T. Heoight, Dr.

Pay T. Heoight, Coalfield, for overcharge on shipment from Searsboro to Coalfield, consigned as above, at . Rate, per .
Billed from Searsboro to Albia.

Date.	W. B.	Car.	Articles.	Weight.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Doll's. C'ts.
One car wheat				20,000	16	32					
Should have been				20,000	13	26		$6			$6

As per expense bill attached to original.
One car in June.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
(Signed) D. N. PICKERING,
General Superintendent.

COALFIELD, *Aug.* 4, 1875.

Received of the Central Railroad of Iowa the sum of six $\frac{00}{100}$ dollars, in full for the above account.

(Signed) TOM HEOIGHT.

(Indorsed:) No. 3022. Central Railroad of Iowa. Overcharge voucher. Pay to T. Heoight, Coalfield, month of June, 1874, $6 $\frac{00}{100}$. C. B. C., 157. Charge to rebate. Copy.

248. Examined and entered.

(Signed) T. J. FLETCHER, *Auditor.*

Filed Sept. 15, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

3386 (Overcharge voucher. No. . Jan'y 18, '75.)

Central Railroad of Iowa to John McIntyre, d'r.

Pay to John McIntrie, Seorsboro, Iowa, for overcharges on shipment from Minneapolis to Seorsboro, consigned as above, at Minneapolis. Rate, , per .

Billed from Mason City to Seorsboro, C. R. R. M. & S't P.

Date.	W. B.	Car.	Articles.	Weight.	Rate.	Amount.	Rate.	Total.		Amount.	Total.	
								Amount.	Rate.		Doll's.	Ct's.
	....	....	On 18 cars lumber....	385,000	....	481 30	....	517 30	....	998 60	......	....
	....	....	Should have been.....	385,000	23 per ton	....	...	885 50	....	....	......	....
	....	....	Charges on 18 cars..	C	2$	....	....	36	....	921 50	......	....
											$77	10

One car in Aug.
4 " " Sept. Have billed on M. & S't P. R. R. for
7 " " Oct. This proportion of 77.10.
2 " " Nov. All papers attached to original bill.
4 " " Dec.
—
18

Foreign proportions: M. & S't P., 38.55.

Examined and found correct.

(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment,

(Signed) D. N. PICKERING,
Receiver & General Superintendent.

SEORSBORO, *August 13th*, 1875.

Received of the Central Railroad of Iowa the sum of seventy-seven $\frac{10}{100}$ dollars in full for the above account.

(Signed) JOHN McINTIRE.

(Indorsed:) No. 4240. Central Railroad of Iowa. Overcharge voucher. Pay to John McIntire, Seorsboro, Iowa, month of Dec. 1874, $77.10. Charge to rebate, 38.55. C. M. & S't P. R. R., 38.55. Copy. #428.

Examined and entered.

(Signed) T. J. FLETCHER, *Auditor.*

Filed Sept. 15, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

3387 Overcharge voucher. No. . Dec. 14, '74.

Central Railroad of Iowa to Calkins & Wheeler, dr.

Pay Calkins & Wheeler, Mason City, for overcharge on shipment from Mason City to Chicago. Consigned, Murray, Green & Co., at Chicago, Ill. Rate , per .
Billed from Mason City to Marshall.

	W. B.	Car.	Articles.	Weight.	As billed.		Should be.		%.		Total.	
					Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Dolls.	C't's.
....	....	....	On 7 cars hogs..................	....	....	175	...	140	....	35	......	....

2 cars in Sep't.
4 " " Nov.
1 " " Dec. All papers attached to original.

Examined and found correct.
(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.
(Signed) D. N. PICKERING,
General Superintendent.

Aug. 21, 1875.

Received of the Central Railroad of Iowa the sum of thirty-five dollars in full for the above account.
(Signed) CALKINS & WHEELER.

(Indorsed:) No. 4043. Central Railroad of Iowa. Overcharge voucher. Pay to Calkins & Wheeler, Mason City, month of November, 1875, $35. Charge to rebate. Copy.

399. Examined and entered.
(Signed) T. J. FLETCHER, *Auditor.*

Filed Sept. 15, 1875.
(Signed) GEORGE B. CORKHILL, *Clerk.*

3388 Overcharge voucher. No. . Sept. 21, '74.

Central Railroad of Iowa to J. B. Grinnell, d'r.

Pay J. B. Grinnell, Grinnell, Iowa, for overcharge on shipment from Albia to Grinnell, consigned as above——, at——, rate——, per——
Billed from to Coalfield Given. Given to Grinnell.

Date.	W. B.	Car.	Articles.	Weight.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Total.	
											Dolls.	C't's.
											℀	
June 20	128	59*	Timber	20,000		16						
" "	137	183*	Do	20,000		16						
July 24	480	59†	Do			32		14 10		46 10		
			Should be one car, Coalfield to Grinnell					15				
			One extra car to Given					7 50		22 50	23	60

* Albia. W. B.

† Oskaloosa, W. B.

Rate named 15$ per car, C. F. to Grinnell, with privilege of stopping at Given to be sawed. Only one carload, but loaded two cars to Givin, therefore charged $7.50 for the extra car Coalfield to Givin.

Examined and found correct.

(Signed) **C. A. JEWETT,**
Gen'l Freight Agent.

Approved for payment.

D. N. BICKERING,
General Superintendent.
August 28, 1875.

Received of the Central Railroad of Iowa the sum of twenty-three $\frac{60}{100}$ dollars in full for the above account.

(Signed) **J. B. GRINNELL.**

(Indorsed:) No. 3504. Central Railroad of Iowa. Overcharge voucher. Pay to J. B. Grinnell, Grinnell, Iowa, month of Aug., 1874. $23.60. Charge to rebate. Copy.

323. Examined and entered.

(Signed) **T. J. FLETCHER,** *Auditor.*

Filed Sept. 15, 1875.

(Signed) **GEORGE B. CORKHILL,** *Clerk.*

3389 *September*, 1875.—*Statement of receipts and disbursements of cash by C. R. R. Co. of Iowa.*

RECEIPTS.

Sept. 1.	To cash balance from Aug. ℀	5,197 82	
	" receipts from station ag'ts, &c	86,079 05	
	" do. " sundry railroads	4,552 43	
	" do. " engineer dep't	76	
	" do. " personal ℀	868 99	
	" do. " U. S. Ex. Co	500	
	" do. " rents & leases	60	
	" do. " pay rolls	9 70	
	" do. " Geo. Bentley, ag't	10,338 54	
	" do. " stock killed	3	
	" do. " locomotive dep't	19 60	
			$107,705 13

DISBURSEMENTS.

By paid vouchers ℀, car department	965, 04
" do. loco. do.	2,351 22
" do. engineer do.	9,151 47
" do. rebate	6,419 65
" do. stock killed	1,016 50
" do. accident ℀	88 65
" do. track rent (K. & D. M.)	1,325
" do. L. &. D. freight	61 93
" do. stationery, T. & printing	716 79
" do. legal ex. (Seevers & Co.)	1,019 88
" do. teaming fr't & mails	36 70
" do. misc. expense	197 55
" Geo. Bently, ag't, ℀ P. paid coal fr'ts	9,714 53

	By paid Mo. Car and Foundry Co	10,000	
	" do. bills payable %, supplies	3,540 39	
	" do. do. " pay rolls	4,717 29	
	" do. on pay rolls	39,269 08	
	" do. sundry railroad co's	550 28	
	" do. personal %	485 33	
	" am't sent station agents	10,336 80	
Sept. 30.	" cash balance to October %	5,701 05	
			$107,705 13

(Signed) D. N. PICKERING,
Gen'l Sup't & Receiver,
By H. E. CORNWELL, *Clerk.*

Please acknowledge receipt of this.

D. N. P.

GEORGE B. CORKHILL, Esqr.,
Clerk, U. S. Circuit C't, Des Moines:

DEAR SIR: This acc't of receipts & disbursements for Sept., 1875, has been examined & found to be correct, and is approved; the same is sent for entry upon your files for the use of the court, per order of Judge Dillon, dated Jan'y 7, '75.

(Signed) D. N. PICKERING,
Receiver.

P. S.—Duplicates of two bill', paid per order of court, herewith. D. N. P.

(Indorsed:) Farmers' Loan & Trust Company vs. Central R. R. of Iowa. Receiver's report for Sept., 1875. Filed Oct. 19, 1875. (Signed) George B. Corkhill, clerk.

3390 Overcharge voucher No. Dec. 19, '74.

Central Railroad of Iowa to Eckert & Williams, D'r.

Pay Eckert & Williams, Northwood, for overcharge on shipment from Northwood to Mil. & Chicago, consigned sundry persons at Mil. & Chicago. Rate, per .

Billed from Northwood to Marshall.

Date.	W. B.	Car.	Articles.	Weight.	As billed.		Should be.		%		Total.	
					Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Dolls.	C'ts.
....	...	....	On 32 cars wheat...	683,390	17½	1,195 88	12½	854 23	......	341 65	......	......
....	...	....	4 " " ...	82,510	"	144 66	12½	103 14	......	41 52	......	......
....	...	....	1 " " ...	19,600	"	35	12½	24 50	......	10 50	......	......
....	...	....	1 " " ...	21,760	17	34	12½	26 11	......	7 89	......	......
						$1,409 54		1,007 98		401 56		
Excess on, 8,560, 10 c. per 100										8 56		
										$393 00		

④ cars in Sept. '74.
⑩ " " Oct. "
⑳ " " Nov. " Papers attached to original bill.
④ " " Dec. '74.
㊳

Examined and found correct.

(Signed) C. A. JEWETT,
Gen'l Freight Agent.

Approved for payment.

(Signed) D. N. PICKERING,
General Superintendent.

NORTHWOOD, *Sept.* 1, 1875.

Received of the Central Railroad of Iowa the sum of three hundred & ninety-three dollars in full for the above account.

(Signed) ECKERT & WILLIAMS.

(Indorsed:) No. 4091. Central Railroad of Iowa. Overcharge vouchers. Pay to Eckert & Williams, Northwood, Iowa. Month of December, 1875. $393.00. Charge to rebate. Copy. #410.

Examined and entered.

(Signed) T. J. FLETCHER, *Auditor.*

(Signed) D. N. PICKERING, *Receiver.*

Filed Oct. 19, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

3391 Overcharge voucher No. . Dec. 30, '74.

Central Railroad of Iowa to J. A. Ingalls & Co., D'r.

Pay J. A. Ingalls & Co., Union, Iowa, for overcharge on shipment from Union to Chicago, consigned various parties at Chicago. Rate, per .

Billed from Union to Marshalltown.

Date.	W. B.	Car.	Articles.	Weight.	As billed.		Should be.		%		Total.	
					Rate.	Amount.	•	Amount.	Rate.	Amount.	Dolls.	C'ts.
....	....	....	On 5 cars wheat..............	100,000	12^{5}	125	10^{5}	105	....	20	....	....

Shipped in November. All papers attached to original bill.

Examined and found correct.

(Signed) C. A. JEWETT, *Gen'l Freight Agent.*

Approved for payment.

(Signed) D. N. PICKERING, *General Superintendent.*

UNION, IOWA, *Sept.* 6, 1875.

Received of the Central Railroad of Iowa the sum of twenty dollars, in full for the above account.

(Signed) J. A. INGALLS & CO.

(Indorsed:) No. 4148. Central Railroad of Iowa. Overcharge voucher. Pay to J. A. Ingalls, Union, Iowa. Month of December, 1875. $20.00. Charge to rebate. Copy. #420.

Examined and entered.

(Signed) T. J. FLETCHER, *Auditor.*

(Signed) D. N. PICKERING, *Receiver.*

Filed Oct. 19, 1875.

(Signed) GEORGE B. CORKHILL, *Clerk.*

3392 *Receipts and disbursements of cash for month of October*, 1875, *by C. R. R. Co. of Iowa.*

Oct.	1.	To balance cash from Sept. ℀		5,701 05	
		" receipts from stations & conductors		82,875 11	
		" " " personal ℀s		397 95	
		" " " U. S. Ex. Co		500	
		" " " U. S. P. O. Dept		1,723 21	
		" " " locomotive dept		58 69	
		" " " sundry R. R. Co's		8,098 15	
		" " " Geo. Bentley, ag't		3,037 57	
					$102,391 73
		Disbursements:			
		By paid vouchers ℀ legal expense		60	
		" " " stock killed		889 50	
		" " " rebate		1,052 87	
		" " " advertising, &c		530 60	
		" " " misc. expense		380 07	
		" " " car department		777 89	
		" " " engineer do		8,680 06	
		" " " locomotive do		3,376 75	
		" " " taxes		22	
		" paid sundry railroad co's		3,162 72	
		" " Missouri Car & Foundry Co		4,084 45	
		" " Geo. Bentley, ag't, p'd coal freights		6,567 23	
		" " personal accounts		1,559 10	
		" " bills payable ℀ supplies		2,178 86	
		" p'd bills payable ℀ P. rolls for 1875	$10,111 11		
		" " cash on ℀ new p. rolls "	$31,216 70		
		" " conditional acceptances Sept., 1874	$2,837 20		
		" " " " Oct., "	$2,967 28		
		" " " " Nov., "	$810 31		
		" " cash ℀ p. rolls Sept., Oct., & Nov., 1874	$11,441 32		
				59,383 92	
		" cash sent agents connecting roads		7,774 19	
Oct.	30.	" cash balance to November ℀		1,911 52	
					$102,391 73

(Signed) D. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

E. R. MASON,
Dep. Clerk U. S. Circuit C't, Des Moines:

In conformity with order of Judge Dillon of Jan. 7, '75, the above is reported as the correct amount of receipts & disbursements for month of Oct., 1875, to be placed on file in your office. Nov. 15, '75.

Resp'y y'rs,
(Signed) D. N. PICKERING, *Receiver*.

(Indorsed:) 614. Eq. Farmers' Loan & Trust Co. et al. vs. Cent. R. R. Co. of Iowa. Receiver's rep't for Oct., 1875. Filed Nov. 17, '75. (Signed) George B. Corkhill, clerk.

3393 *Statement of receipts and disbursements of cash by C. R. R. Co. of Iowa, for November*, 1875.

Nov.	1.	To cash balance from Oct. ℀	1,911 52	
		" do received " sta. ag'ts & cond'rs	101,254 26	
		" do do from Marshalltown sub. notes and tax	5,164 50	
		" cash received from sundry ℀	317 41	
		" do " " G. Bentley, ag't	4,210 36	
		" do " " U. S. Ex. Co	500	
		" do " " railroad co's	3,204 49	
				$116,562 54

Disbursements :

	By paid vouchers ª⁄c engineer dep't	8,328 95	
	" do " locomotive "	2,850 32	
	" do " car "	1,208 94	
	" do " stock killed	980 50	
	" do " rebate	5,379 77	
	" do " accident ª⁄c	2,088 20	
	" do " legal expense	234 09	
	" do " miscellaneous ex	618 39	
	" do Geo. Bentley, ag't P. P. coal fr'ts	10,308 53	
	" do personal account	848 62	
	" sent station agents connecting roads	12,747 96	
	" do Mess. Abbott, Kensett, Gilman, and Cate	4,000	
	" do S't Louis and N. Car Co	2,000	
	" paid sundry railroad co's	2,272 49	
	" do bills payable ª⁄c supplies	6,516 30	
	" do do ª⁄c pay rolls	5,821 19	
	" do do (conditional ª⁄c Nov., '74)	3,046 41	
	" do pay-rolls	44,749 18	
Nov. 30.	" cash balance to Dec. ª⁄c	2,562 70	
			$116,562 54

(Signed) C. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

Dec. 17th, 1875.—The above account is hereby returned in compliance with order of court of Jan'y 7, 1875. The same is approved as correct, and the same is to be filed in the clerk's office of the U. S. circuit court at Des Moines.

Clerk will please acknowledge receipt.

(Signed) D. N. PICKERING, *Receiver*.

(Indorsed:) No. 501. Eq. Farmers' Loan & Trust Company vs. Central R. R. Iowa. Rep't of rec'iv'r for Nov., 1875. Filed Dec. 24, 1875. (Signed) George B. Corkhill, clerk.

3394 *Receipts and disbursements of cash by C. R. R. Co. of Iowa, in Month of December*, 1875.

Dec. 1.	To balance from November ª⁄c	2,562 70	
	" receipts " railroad co's	2,817 97	
	" do " ch'f eng. dep't	20 15	
	" do " loco. "	150 05	
	" do " U. S. Ex. Co	500	
	" do " personal ª⁄cs	548 46	
	" do " Marshalltown sub. & tax	43	
	" do " U. S. P. O. Dep't	1,466 59	
	" do " Geo. Bentley, ag't	6,090 28	
	" do " sta. ag'ts & conductors	82,600 19	
			$96,799 39

Disbursements :

By paid v'ch'rs ª⁄c, stationary, &c	321 75
" do " operating telegraph	97
" do " miscellaneous ex	1,260 30
" do " rebates	861 63
" do " loco. dep't	3,925 05
" do " ch'f eng "	5,231 71
" do " stock killed	984
" do " accident ª⁄c	573 45
" do " legal ex	134 50
" do " car dep't	1,767 74
" paid sundry railroad co's	6,840 28
" " personal ª⁄c	766 67
" " Geo. Bentley, ag't P. P. fr'ts on coal	15,869 14
" " Mo. Car & Foundry Co	2,000
" " bills payable ª⁄c supplies	5,651 78

		By paid bills payable ᵃ⁄c pay-rolls	562 76	
		“ “ on pay-rolls	36,317 93	
		“ “ station ag'ts connecting roads	1,651 71	
Dec.	31.	“ cash balance to Jan'y ᵃ⁄c	11,981 99	
				$96,799 39

(Signed) D. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

MARSHALLTOWN, *Jan.* 10, '76.

The above examined & found to be correct and is approved, and agreeably to the order of Judge Dillon is returned to the clerk of the U. S. circuit court, dist. of Iowa, Des Moines, to be placed on file. Please acknowledge rec'pt.

(Signed) D. N. PICKERING, *Receiver*.

(Indorsed:) No. 501. Farmers' Loan & Trust Company, trustees, vs. Central R. R. Co. of Iowa. Receiver's rep't for month of Dec., 1875. Filed Jan'y, 11, 1876. (Signed) George B. Corkhill, clerk.

3395 *Receipts and disbursements of cash by C. R. R. of Iowa, for month of Jan'y*, 1876.

Jan'y	1.	To cash balance from Dec. ᵃ⁄c	11,981 99	
		“ “ from Geo. Bentley, ag't	10,356 28	
		“ “ “ personal ᵃ⁄c	699 62	
		“ “ “ U. S. P. O. Dep't	2,068 14	
		“ “ “ tax sub. notes	5,250	
		“ “ “ sundry R. R. Co's	182 04	
		“ “ “ loco. dep't	34 15	
		“ “ “ U. S. Ex. Co	500	
		“ “ “ sta. ag'ts & cond'rs	62,032 63	
				$94,743 85
		Disbursements:		
		By cash paid ᵃ⁄c legal expenses	480 35	
		“ “ “ “ track rent K. & D. M	675	
		“ “ “ “ J. B. Grinnell	2,000	
		“ “ “ “ bills payable ᵃ⁄c supplies	9,034 23	
		“ “ “ “ stock killed	867 38	
		“ “ “ “ accident ᵃ⁄c	951 35	
		“ “ “ “ Geo. Bentley, agent	13,788 53	
		“ “ “ “ rebate	5,264 04	
		“ “ “ “ locomotive dep't	4,105 79	
		“ “ “ “ Abbott, Kensett, Gilman & C	10.	
		“ “ “ “ Mowry Car Wheel Co	5.	
		“ “ “ “ Haskell & Barker Car Co	2.	
		“ “ “ “ S't L. & N. Car Co	2.	
		“ “ “ “ pay-rolls	13,941 54	
		“ “ “ “ miscellaneous ex	682 59	
		“ “ “ “ personal ᵃ⁄c	3,428 92	
		“ “ “ “ ch'f eng. dep't	2,941 91	
		“ “ “ “ op'r telegraph	87 25	
		“ “ “ “ railroad co's	1,991 31	
		“ “ “ “ car dep't	1,495 46	
		“ “ “ “ insurance	770 19	
		“ “ “ to agents	10	
Jan'y	31.	“ balance to Feb'y ᵃ⁄c	13,237 91	
				$94,743 85

(Signed) D. N. PICKERING, *Receiver*,
By H. E. CORNWELL, *Clerk*.

3396 *Report for month of Jan'y*, 1876.

This exhibit of the receipts & disbursements for January, 1876, is inclusive of the balance of the month after J. B. Grinnell was in possession in facts from and after Jan'y 25, to the end of the month, by agreement with him for the purpose of closing my acc'ts at the end of the month.

In compliance with the order of court dated Jan'y 7, 1875, the same to be filed in clerk's office at Des Moines.

Examined and approved.

(Signed) D. N. PICKERING, *Receiver.*

P. S.—Please acknowledge receipt. D. N. P.

(Indorsed:) No. 501. Eq. Farmers' Loan & Trust Company vs. Central R. R. Co. of Iowa. Receiver's rep't for Jan'y, '76. Filed Feb. 11, 1876. (Signed) E. R. Mason, clerk.

3397 On the 14th day of October, 1875, the Farmers' Loan and Trust Company, by their attorneys, Mess. Grant & Smith, filed in said clerk's office their petition, demanding sale, in said cause, which said petition is in the words and figures following, to wit:

3398 Circuit court of the United States for the district of Iowa:

THE FARMERS' LOAN AND TRUST COMPANY
v.
THE IOWA CENTRAL RAILROAD COMPANY. } In equity.

Now come the Farmers' Loan & Trust Company, and say that since they have filed their petition or information as to the application of bondholders to have the said road sold, James Buel has deposited with the said trustees ten thousand dollars, in value, of first-mortgage bonds of said company. Frederick Leake has deposited twenty-five thousand dollars of the same, and Russell Sage one hundred and one thousand of the same; and said parties demand of said trustees that they procure a foreclosure and sale of said property under said first mortgage; and the plaintiffs ask the advice of the court in the premises.

GRANT & SMITH,
For the Trustees.

3399 (Endorsed:) The Farmers' Loan & Trust Co. vs. The Iowa Central Railway Co. Petition of trustees, as to bondholders demanding sale. Filed Oct. 14th, 1875. George B. Corkhill, clerk.

3400 U. S. circuit court, district of Iowa.

FARMERS' LOAN AND TRUST CO., TRUSTEES,
vs.
CENTRAL R. R. CO. OF IOWA. }

To the Farmers' Loan and Trust Co., trustees, &c., 1st-mortgage bondholders:

GENTLEMEN: We are informed by your counsel, Grant & Smith, that they will ask the court, in the foreclosure suit now pending, to enter such decree as the majority of the bondholders desire. Believing that some of the bondholders have other interests to serve than to protect the first-mortgage bondholders, and that large numbers of the bondholders, from want of proper information, have been induced to sign

various requests to the court for certain forms of decree injurious to us as bondholders, and being your cestui que trust to the amount set opposite our names of the 1st-mortgage bonds, to secure the payment of which you hold the mortgage as trustee for ourselves and others
3401 similarly situated, this is to notify you of such interest on our part, and to request you to instruct your counsel to procure the ordinary decree of foreclosure and sale—and failing to get this from the court to take an appeal to the Supreme Court of the U. S.

If for any reason you decline to give your counsel such instructions, please inform us the we may become a party to said proceedings, and take such course as we may be advised in the matter.

We understand the trust deed to require you to procure the ordinary decree of foreclosure and sale. If the bondholders, or a majority of them, request you to purchase the mortgage premises, and to form a new company, that it is competent for you to so do, upon such terms and conditions as a majority of the bondholders desire. But, until you do so purchase, you are to do all you reasonably can be expected to do to protect the minority as well as the majority of your cestui que trust.

Respectfully, your
3402 Obe. servants,

(S'g'd)

RUSSELL SAGE, ...	$100,000
F. LEAKE, ...	25,000
By RUSSELL SAGE.	
JAMES BUELL.........	10,000
EDWIN PARSONS......	13,500

New York, Oct. 1st, 1875.

(Endorsed :) Farmers' Loan & Trust Co. vs. Iowa Central. Demand of Russell Sage for public sale.

3403 On the 22d day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

In the U. S. circuit court, for the district of Iowa, October term, 1875.
Friday, October 22, 1875.

The Farmers' Loan and Trust Company, trustee,
vs.
The Central Railroad Company of Iowa.
} No. 501. Equity.

This cause coming on to be heard upon the pleadings, the proofs taken, and the reports of the master, Lewis M. Fisher, heretofore filed in said cause, and the several parties in interest appearing by counsel; the cause was submitted and taken under advisement by the court, and now said court find, orders, and decrees:

First. That the first mortgage in the bill set forth was duly executed and delivered to complainant, as trustee for the owners of the bonds therein described, on the 15th day of July, 1869, for the purpose of securing the payment, principal and interest, of the certain bonds of said Central Railroad Company of Iowa, amounting in the aggregate to the total sum of $3,700,000.

That default in payment of the interest accruing on said bonds has been made, there being now past due the sum of $623,334.99 up to October 15th, 1875, which amount thus due, together with the principal sum of $3,700,000, forms the first and paramount mortgage now upon the

property in the bill described. That default has been made in the performance of the conditions of said mortgage, through the non-payment of said interest as aforesaid, entitling complainants to a decree of foreclosure, and the court finds there is due on said mortgage for principal and interest the sum of $4,623,334.99, in gold, on the 15th of October,
1875, which now it is ordered that defendant, the Central Rail-
3404 road Company of Iowa, shall pay in ten days from this date, with
seven per cent. interest, in gold, from the 15th of October, 1875;
and if said defendant shall not pay the same, then the mortgagees of the second and third mortgage and said judgment creditors, or any of them, in the order of their respective liens, shall pay the same, and upon such payment, with costs, the said plaintiffs shall satisfy and discharge said mortgage debt, interest and costs, and in default of said payment by any of said parties their equity of redemption in said premises is forever barred and foreclosed.

Second. That the second mortgage in the bill described was duly executed and delivered to complainant, as trustee for the owners of the bonds therein described, on the 15th day of April, 1871, for the purpose of securing the payment, principal and interest, of the certain bonds of respondent, in said mortgage described, amounting in the aggregate to the total sum of $925,000; that there is now justly owing to the holders of said bonds the sum of $1,136,246.86, including principal and unpaid interest up to October 15th, 1875.

That the said second mortgage, and the bonds secured thereby, are a lien upon the property of respondent in said bill described, dating from the said 15th day of April, 1871, being next in priority to the lien of said first mortgage herein before described. That said respondent has made default in payment of the interest coming due upon said several bonds secured by said mortgage.

Third. That the third mortgage in the bill described was executed, and delivered by respondent to the complainant as trustee, on the 15th day of May, 1872, for the purpose of securing payment of certain bonds in said mortgage described.

That there is now outstanding $420,000 of the bonds secured by said third mortgage.

Fourth. The court further finds, that with the view to prevent a sacrifice of the mortgaged property by a forced sale, in case of default, it was expressly agreed and stipulated in said first mortgage or trust deed, that in case of any judicial foreclosure sale of the mortgaged property, under decree of court, upon request of a majority of the bondholders, the said trustee should purchase the premises in the mortgage described for the use and benefit of the bondholders, and that upon such purchase, the title of said property should vest in said trustee, and that no bondholder should have any claim to the premises, or to the proceeds thereof,
except for his pro rata share of the proceeds of said purchased
3405 premises, as represented in a new company or corporation, to be
formed and organized upon such terms, conditions and limitations,
and in such manner as the holders of a majority of said outstanding first mortgage bonds secured by said mortgage should in writing request or direct.

That for the purpose of carrying out these premises in said mortgage contained, and in view of the fact found by the master and confirmed by the court, that the mortgaged property will not sell in cash for near enough to pay the amount due thereon; and that the several parties in interest, including the first, second, and third mortgage bondholders, general creditors and stockholders in said Central Railroad Company of Iowa, have united in asking the court to so order the foreclosure and sale of said mortgaged property, as to preserve the priority of the first-mortgage bondholders, and at the same time permit the holders of the other subsequent liens and interests to participate in the benefit of such sale and foreclosure, it is therefore further ordered and decreed, that Lewis M. Fisher be, and is hereby, appointed a master, for the purpose of making and conducting the sale under the decree of said mortgaged property; the same to be sold under the provisions of said first mortgage in the bill described.

The said sale to be made forthwith, in default to pay as herein decreed, at the front door of the county court-house, in the city of Marshalltown, Iowa, four weeks' notice of the time and place of said sale to be given by said master, by publishing notice thereof in the Financier, New York, and in Des Moines Register, and one newspaper published in Marshalltown, Iowa. That such property be sold to the highest and best bidder; and that the master make full report of his proceedings to this court, for its consideration and approval. The said sale so made by said master not to be deemed to be final until approved by this court.

Fifth. That the said Farmers' Loan and Trust Company, complainant herein, for the purpose of carrying out the agreement of the parties to said mortgage, is hereby authorized and directed to bid at the sale of said mortgaged property, as trustee for the first-mortgage bondholders bidding thereat, at least the amount of principal and interest of said first-mortgage bonds.

That if said trustee, as aforesaid, shall become the purchaser of said property at such sale, the title shall pass absolutely to said trustee, subject, however, to the trusts herein indicated on behalf of the several parties in interest, being the first, second, and third mortgage bondholders, creditors and stockholders of the Central Railroad Company of Iowa; and said property shall be conveyed by said trustee to a corporation organized, or to be organized, for the purpose of acquiring said property, under the provisions of said first mortgage, and of this decree, and to be approved by a majority of said first-mortgage bondholders, in which said corporation the controlling interest and power of management shall be given to the first-mortgage bondholders in such manner as the majority of such first-mortgage bondholders shall indicate and provide, and in which the second-mortgage bondholders shall receive a second class of stock for the full amount, principal and interest, of said second-mortgage bonds; and in which corporation the third-mortgage bondholders and general creditors shall receive common stock at par for the respective amounts due them; and in which the stockholders of the defendant shall receive common stock at the rate of one dollar in the new corporation for every three dollars of stock held by them in the defendant corporation. 3406

It is further ordered that said trustee shall make full report of its proceedings under this decree to this court, and shall submit the conveyance to be made to the new corporation herein provided for, together with the articles of incorporation of said company, to this court for approval and confirmation.

Sixth. That if any party, other than the complainant, should become the purchaser of said property at such sale, such purchaser shall deposit with the master, so soon as said property is struck off to him, the sum of $100,000 in gold as earnest-money. And if such purchaser shall fail so to do, such failure shall be deemed a withdrawal of his bid, and said master shall forthwith again offer said property for sale under the provisions of this decree.

That, as it is impossible to properly separate said property into parcels, the master is directed to sell the said mortgaged property and everything covered by the mortgage together as an entirety.

Seventh. That the owners of said second and third mortgage bonds, the general creditors and stockholders of respondent shall have the right to redeem said mortgaged property at any time within one year from the date of said sale, but if said property is not redeemed within said year from the date of said sale, then the right of redemption of said parties and all of them shall be forever barred and fore-
3407 closed. Said redemption herein last-named shall be the amount of principal and interest herein named with ten per cent. interest in gold.

Eighth. That the right of the several parties to this suit claiming liens by judgment or otherwise upon the property of defendants, and of the several parties claiming rights or equities in and to said property, or any property in the use of said railroad company, or any part thereof, by virtue of contracts, or cases whereby material, labor, or property has been furnished for or placed upon said defendant's road, shall not be affected by this decree, the same being taken subject to the rights and equities of said parties as the same may be established and declared hereafter by this court.

Ninth. That John N. Rogers be and is hereby appointed special master to ascertain and report to this court the proper and total amount of costs, fees, and expenses attending these foreclosure proceedings, which said costs, fees, and expenses shall be paid out of any funds in the hands of the receiver not otherwise appropriated, and any balance left unpaid shall be a lien upon said mortgaged property in the hands of the trustee, and payment thereof shall be required of said trustee before delivering over said property to any company organized to receive and hold the same under the provisions of the trust deed and of this decree.

(Signed) JOHN F. DILLON, *Judge.*

3408 On the 25th day of December, 1875, The Farmers' Loan and Trust Co., by their att'ys, Mess. Grant & Smith, filed in said clerk's office their petition for allowance of appeal in said cause which said petition is in the words and figures following, to wit:

3409 [Blank No. 1. The Northwestern Telegraph Company. The rules of this company require that all messages received for transmission shall be written on the message blanks of the company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message. C. H. Haskins, gen'l sup't, Milwaukee, Wis., Z. G. Simmons, pres't, H. B. Hinsdale, sec'y, Kenosha, Wis. 46 chst., 110 P. D.]

(Dated New York, 12, 16, 1875. Received at S't Paul.)

To Judge JNO. F. DILLON:

The appeal is Sage's. Me (we) allow him use of our name by advice of Grant. We place ourselves under direction of court, as far as we are concerned.

(S'g'd) R. G. ROLSTON, *Pres't.*

29, paid via C'go.

File this in the Iowa Central case.

(S'g'd) DILLON, J.

3410 In the circuit court of the United States for the dist. of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE IOWA CENTRAL RAILROAD COMPANY & others.

Now comes the Farmers' Loan & Trust Company, & as trustee in said cause for Russell Sage, James Buell, & N. A. Cowdrey, & plaintiff in said cause, prays of the court that an appeal may be allowed to said plaintiff, & tenders to the court an appeal bond with a request that the same may operate as a supersedeas.

(S'g'd) FARMERS' LOAN & TRUST COMPANY,
By GRANT & SMITH, *Solicitors.*

(Endorsed:) 501. Eq. Farmers' Loan & Trust Company vs. The Central R. R. Co. of Iowa. Pet'n for allowance of appeal. The within petition for appeal presented to me at S't Paul, Dec. 16, 1875. (S'g'd) John F. Dillon, judge. Filed Dec. 24, 1875. George B. Corkhill, clerk.

3411 On Dec. 24, 1875, there was filed in said clerk's office in said cause the following notice to the Farmers' Loan and Trust Company, to wit:

3412 NEW YORK, *Dec.* 8*th*, 1875.

THE FAMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA and others.

To the Farmers' Loan and Trust Company:

GENTLEMEN: The undersigned, owners of bonds to the amount of over $200,000, purporting to be secured by the first mortgage set out in your bill of complaint, feel aggrieved by the decree of the U. S. circuit court of the district of Iowa, entered Oct. 22nd, 1875, in the above-entitled cause. And they here request you to take an appeal to the
3413 Supreme Court of the United States for the entire decree.

We enclose herewith a penal bond of $20,000 to file as security that we will prosecute said appeal to effect or pay all the cost thereof. The bond is signed by Russell Sage, James Buell, and N. A. Cowdrey. We request you to perfect said appeal within sixty days from Oct. 22nd, 1875. We will each of us save you harmless from all cost and damage by reason of this appeal.

We also respectfully request you to apply to the court for the removal of the present receiver, and the appointment of another receiver,
3414 For the reason of this request we refer to your counsel, Hon. James Grant.

Respectfully, your obd. servants,
(S'g'd) RUSSELL SAGE.
JAMES BUELL.
N. A. COWDREY.
EDWIN PARSONS.

(Endorsed:) Farmers' Loan and Trust Company vs. Central R. R. Co of Iowa. No. 501. Eq. Notice to F. L. and T. Co. Filed Dec. 24th 1875. George B. Corkhill, clerk.

3415 On the 24th day of December, 1875, Russell Sage and others filed in said clerk's office an appeal bond, of which the following is a true copy, to wit:

3416 *Bond on appeal from decree of foreclosure and sale, entered Oct. 22nd, 1875.*

Circuit court of the United States for the district of Iowa.

THE FARMERS' LOAN AND TRUST CO.
vs.
THE CENTRAL RAILROAD OF IOWA AND OTHERS.

Know all men by these presents that we, Russell Sage, James Buell, and N. A. Cowdrey, are jointly and severally firmly held and bound unto the clerk of the circuit court of the United States in and for the district of Iowa, in the full sum of twenty thousand dollars, for the benefit of and in trust for all the parties named in the decree of said court,
3417 rendered at the city of Des Moines at its October term, 1875, viz, Oct. 22d, 1875, as their several interests appear in and are specified by said decree, to which payment we bind ourselves and our heirs, executors, and administrators, jointly and severally by these presents, sealed with our seals & dated this 8th day of December, A. D. 1875.

Whereas, at the October term of the circuit court of the United States for the district of Iowa, sitting at Des Moines, to wit, on the 22nd day of October, A. D. 1875, in a suit pending in said court between the Farmers' Loan and Trust Company of the city and State of New York, trustees, complainants, against the Central Railroad Company
3418 of Iowa and others, defendants, a decree was rendered by said court of foreclosure and sale of the premises described in the complaint. And an appeal from said decree having been taken by the complainant to the next term of the Supreme Court of the United States, to be holden at Washington, D. C., on the 2d Monday of October, A. D. 1876:

Now, the condition of the above obligation is such that if said complainant, or the said Sage, Buell and Cowdrey, or either of them, shall prosecute said appeal to effect, and answer all damages and cost
3419 if they or either of them fail to make the appeal good and perform such decree as the said Supreme Court may make in the premises, then the above obligation to be void; otherwise to remain in full force and virtue.

New York, December 8th, 1875.

(S'g'd)

RUSSELL SAGE. [L. S.]
N. A. COWDREY. [L. S.]
JAMES BUELL. [L. S.]

CITY AND STATE OF NEW YORK, *ss:*

On this 9th day of December, 1875, personally appeared before the subscribing authority Russell Sage, James Buell, and N. A. Cowdrey, who, being by me duly sworn, did each for himself make oath that he, the affiant, was worth over the sum of twenty thousand dollars, over and above all debts and property exempt from all execution; and
3420 they each of them owned in the State of Iowa real estate of a value exceeding twenty thousand dollars.

RUSSELL SAGE.
JAMES BUELL.
N. A. COWDREY.

Signed and sworn to before me the day & year last above named.
[L. S.] R. E. STILWELL,
U. S. Commissioner for the Southern District of New York.

(Endorsed:) Farmers' Loan & Trust Company vs. The Central R. R. Company of Iowa. No. 501. Appeal bond. Filed Dec. 24th, 1875. George B. Corkhill, clerk.

3421 On the 24th day of December, 1875, an order, of which the following is a true copy, was filed an' entered of record in said cause, to wit:

3422 U. S. circuit court, district of Iowa.

FARMERS' LOAN & TRUST COMPANY
v.
CENTRAL RAILROAD COMPANY OF IOWA.

In this case an appeal is asked by the complainant so far, and only so far, as it affects the interests of Russell Sage, James Buell, and N. A. Cowdrey.

I deny the appeal prayed for, because—

1st. The decree in question was entered by consent of all the parties in interest. (The term at which the decree was rendered has not yet ended, but stands adjourned until in January next, and the proper course is for the parties in whose behalf an appeal is sought is to then appear, and if the decree is erroneously entered, or is improper, to apply to be made parties, or to have the decree corrected, or a new decree entered.)

2. An appeal cannot be taken on behalf of certain bondholders not parties to the record, leaving the rest of the decree unappealed from. As the trustees (complainants) do not ask for an appeal from the whole decree, I need not consider where they would be justified in a 3423 case where there are several millions of dollars of bondholders who acquiesce in the decree to appeal at the instance of three bondholders, who only claim to hold bonds to the extent of $200,000.

3. If an appeal could be allowed as asked for, the bond offered is insufficient as to amount to secure costs, damages for delay, and costs and interest on the appeal.

The clerk will enter the above order of record denying the appeal prayed for.

At chambers, S't Paul, Dec. 16th, 1875.
(S'g'd) JOHN F. DILLON,
Circuit Judge.

(Endorsed:) Farmers' Loan & Trust Co. vs. Cent. R. R. of Iowa. Order denying appeal. Filed Dec. 24, 1875. George B. Corkhill, clerk.

3424 On the 11th day of January, 1876, Russell Sage, James Buell, & N. A. Cowdrey, by their solicitor, W. W. Cole, filed in said clerk's office their petition for appeal in said cause, which said petition is in the words and figures following, to wit:

3425 Circuit court of the United for the district of Iowa. In equity.

THE FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA
and others.
} Octo. term, 1875, to wit,
June 10th, 1876.

To the honorable circuit court of the United States for the district of Iowa:

The petition of Russell Sage, James Buell, and N. A. Cowdrey, citizens of the city and State of New York, respectfully shows to this court—

That your petitioners are each of them owners of bonds issued under and purporting to be secured by the first mortgage, so called,
3426 made by the defendant to the complainant July 15th, 1869, in trust to secure the payment of the bonds held by your petitioners and others similarly situated. That said bonds held by your petitioners amount in the aggregate to over $200,000 at their face value, exclusive of interest. Upon information and belief they aver that the defendant, The Central Railroad Company of Iowa, is wholly and hopelessly insolvent, and its stockholders, from whom alone its directors and other officers originally derived their authority, have no real interest of any value in the property of said corporation, nor in the littigation
3427 now before the court, and have no interest in protecting the right of bondholders, and that the other defendants are defendants representing special interest, not those represented by your petitioners. Upon information and belief they aver that several interlocutory proceedings have occurred seriously affecting the rights and interest of your petitioners as bondholders, and as your petitioners believe prejudicial to their rights.

Your petitioners believe and aver that the ends of justice and the due protection of the large amount of property under the management of the court through its receiver requires them to state to the court
3428 the matters above set forth and to petition the court for leave to intervene in this suit either as co-plaintiffs or as defendants, as the court may direct, to the end that your petitioners may have opportunity to protect the interest they in common with other holders of bonds issued under said mortgage have, and with liberty to appeal from time to time to the Supreme Court of the United States from such orders and decrees in this action as may be proper subject of appeal, and with leave to appear upon the taking any testimony in this cause, and upon
3429 any application which may be made to the court for any disposition of any part of the property in dispute.

Your petitioners further show to the court that they make this application in good faith and in the belief that it is their duty to present the same, and that the due protection of the interest which they hold and represent requires the same to be granted, and they do not present this petition for the purpose of delay or for the purpose of making any dilatory motion, application, or opposition in the cause, their own in-
3430 terest and the interest of those they represent being to expedite a speedy hearing and determination of this cause and of all questions involved therein.

Your petitioners therefore pray that the court will make an order giving them leave in their own right to intervene in the prosecution or defence of this action as the court may deem most proper for the protection of their interest.

Your petitioners preferring to be made co-plaintiffs, and that the bill of complaint in this cause may be ammended by the naming of your petitioners as co-plaintiffs therein, or that your petitioners may
3431 have leave of the court to file a supplemental bill, or that if your petitioners are made defendants they may be made defendants as of the time of filing the original bill of complaint in this cause, with leave to use the name of said defendant, The Central Railroad Company of Iowa, or any or either of them, or their own name, or the names of the plaintiffs, for the purpose of obtaining a review of such orders heretofore made as they may desire to have reviewed, and with leave
3432 also to ask for a rehearing upon any such motions or orders as may have been heretofore made in this cause.

Or that such further or other or different order may be made as to the court may seem meet, and the nature of your petitioner's case may require.

New York, Jan. 15th, 1876.

(S'g'd) W. W. COLE,
Solicitor.

Southern district of New York, State, city, and county of New York.

Russell Sage, James Buell, and N. A. Cowdrey, being duly and severally sworn, do depose and say, each for himself, that he has read the foregoing petition and knows the contents thereof, and that the
3433 same is true to his own knowledge, except as to matters therein stated upon information and belief, and as to those matters he believes it to be true.

(S'g'd) RUSSELL SAGE.
JAMES BUELL.
N. A. COWDREY.

Sworn to before me this fifth day of January, 1876.

[SEAL.] R. E. STILWELL,
U. S. Com'r for Southern Dist. of New York.

(Endorsed:) U. S. circuit court, district of Iowa. Farmers' Loan & Trust Co. vs. Central R. R. of Iowa and others. Petition of Russell Sage and others for liberty to intervene by leave of court. Filed Jan'y 1, '76. George B. Corkhill, c.

3434 Afterwards, to wit, on the 13th day of January, 1876, Russell Sage et al., by their att'y, W. W. Cole, filed in said clerk's office a motion to set aside the de'ree in said cause, which said motion is in the words and figures following, to wit:

3435 In the circuit court of the United States, district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY, trustee,
vs.
THE CENTRAL R. R. OF IOWA.

The petitioners for intervention, whose petition has been filed by leave of court, now ask further leave of the court to file this motion to set aside the decree entered in this cause at a previous day of the present term of the court, to wit:

Said petitioners move to set aside said decree because—

I. Said decree was improvidently entered, and all the facts and
3436 circumstances concerning it were not fully made known to the
court.

II. Said decree was not entered upon and with the consent of all the parties thereto, nor does it show upon its face that it was entered by consent.

III. The plaintiff in this action is not a trustee charged with an express trust, and is not clothed with any power to consent to a decree contrary to or in disregard of the rights of the parties to such trust, these petitioners being, in part, the beneficiaries of such trust.

IV. The decree is manifestly erroneous upon its face, for that
3437 it is contrary to the express conditions of the *the* mortgage or
trust deed which the action was brought to foreclose.

V. The decree is manifestly erroneous upon its face, for that it orders a sale of the premises forthwith, on four weeks' notice, and for that it is so framed as to prevent any competition at the sale of the mortgaged premises, and also for that it does not fix the amount of the incumbrances upon the mortgaged property to which the same shall be subject after the sale; and also for that it orders a foreclosure in trust for the debtor in part.

3438 VI. The decree is impracticable to execute, and must become
a snare to those whose interests it should protect.

W. W. COLE,
Counsel.

(Endorsed:) Farmers' Loan and Trust Company, trustee, vs. Central R. R. of Iowa. Motion to set aside decree. Filed Jan'y 13, '76. George B. Corkhill, cl'k.

3439 On the 4th day of January, 1876, the same being of the Octo-
ber term, 1875, of said court, there appears in the records of the
proceedings thereof in said cause the following entry, to wit:

3440 United States circuit court, district of Iowa, October term, 1875,
Friday, January 14, 1876.

THE FARMERS' LOAN AND TRUST COMPANY, trustee,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA and Hugh Thornton, The Le Grand Quar'y Company, Lush Carton and Company, M. M. S't John, W. H. Moore, H. J. Boardman, C. M. Stewart, Ole Oleson, J. M. Cate, J. S. Gilman, Horace Abbott, Delano Smith, Edwin Willigood, John Turner, G. W. Maybury.
No. 501. Eq.

And now, on this day, to wit, January 14th, 1876 (it still being of the
October term, 1875), this cause came on for hearing, upon the motion of
Russell Sage, Ja's Buell, and N. A. Cowdery, filed herein January
3441 13, 1876, to set aside the decree of this court herein rendered Oc-
tober 22, 1875, which motion, after hearing counsel for and against
the same, was by the court denied; to which order the said Sage, Buell,
and Cowdrey then and there excepted.

And on the same day, to wit, January 14, 1876 (it still being of the October term, 1875), this cause came on for hearing upon the petition of said Russell Sage, James Buell, and N. A. Cowdrey, filed herein January 11, 1876, stating that they were owners of first-mortgage bonds to over $200,000 at their face value, exclusive of interest, and praying to intervene in this suit and become parties thereto.

And upon the petition in behalf of the said Sage, Buell, and
3442 Cowdrey, by the said Farmers' Loan and Trust Co., trustee, and the complainant herein, presented to the circuit judge at S't Paul Dec. 16, 1875, as follows:

Now comes the Farmers' Loan & Trust Company, as trustee in said cause, & for Russell Sage, James Buell, & N. A. Cowdrey, and plaintiff in said cause, prays of the court that an appeal may be allowed to said plaintiff, & tenders to the court an appeal bond, with a request that the same may operate as a supersedeas.

(Signed) FARMERS' LOAN & TRUST COMPANY,
By GRANT & SMITH,
Solicitors.

And his order thereon, which is as follows:

In this case an appeal is asked by the complainant so far, and
3443 only so far, as it affects the interests of Russell Sage, James Buell, and N. A. Cowdrey.

I deny the appeal prayed for, because, 1st, the decree in question was entered by consent of all the parties in interest.

(The term at which this decree was rendered has not yet ended, but stands adjourned until in January next, and the proper course is for the parties in whose behalf an appeal is sought is to then appear, and if the decree is erroneously entered or is improper, to apply to be made parties, or to have the decree corrected, or a new decree entered.)

2. An appeal cannot be taken on behalf of certain bondholders not parties to the record, leaving the rest of the decree unappealed from.

3444 As the trustees (complainants) do not ask for an appeal from the whole decree, I need not consider when they would be justified, in a case where there are several millions of dollars of bondholders who acquiesce in the decree, to appeal at the instance of three bondholders who only claim to hold bonds to the extent of $200,000.

3. If an appeal could be allowed as asked for, the bond offered is insufficient as to amount to secure costs, damages for delay, and costs and interest on the appeal.

The clerk will enter the above order of record denying the ppeals prayed for. At chambers, S't Paul, Dec. 16, 1875.

(Signed) JOHN F. DILLON,
Circuit Judge.

3445 Upon consideration of the premises, it is now by the court ordered that Sage, Buell, and Cowdrey be, and they are hereby, permitted to become so far parties to the suit as to prosecute, if they so elect, for the protection of their said several interests therein, and in their own names, an appeal to the Supreme Court from the decree entered herein on the 22d day of October, 1875; and if said Sage, Buell, & Cowdrey desire said appeal to operate as a supersedeas, the bond for that purpose is fixed at the sum of $1,000,000, to be given in 30 days from this date; and if so given, said appeal shall be regarded as taken
3446 and perfected on the 16 day of December, 1875, the said parties having then applied as aforesaid for said appeal, and having delayed the same until this time by order of the judge at chambers as above shown; but if said appeal is not to operate as a supersedeas, the bond is fixed at the sum of $2,000.

And as to whether the said decree of Oct. 22, 1875, rendered herein, was a decree by consent, the following are the facts in addition to those appearing on the record, and master's reports, and the proofs on file, to wit:

At the said Oct. term, the complainant herein, viz, The Farmers' Loan & Trust Company, appeared by solicitor James Grant, 3447 esq., the Iowa Central Railroad Company by its solicitors, the other defendants by their attorneys, and there also appeared several attorneys for committees of various bondholders, and all of said parties, the complainants and the defendants, agreed to the decree as entered, the same having been the result of consultation and compromise among the parties in interest, and the same was entered as the result of such agreement, and not upon an independent consideration by the court of the rights and equities of the various parties.

The above statement that the complainant consented to said 3448 decree is to be taken in connexion with the following statement:

The solicitor for the said complainant (to wit, the Farmers' Loan & Trust Company), when the draft of said consent decree was presented to the court by the parties in interest, said to the court that the trustee wished faithfully to execute its trust under the direction of the court; that the trustee had reserved the following communication, which he wished to read, and which was read to the court, to wit:

To the Farmers' Loan and Trust Co., trustees, &c., 1st-mortgage bondholders:

GENTLEMEN: We are informed by your counsel, Grant & Smith, that they will ask the court, in the foreclosure suit now pending, to 3449 enter such decree as the majority of the bonholders desire. Believing that some of the bondholders have other interests to serve than to protect the first-mortgage bondholders, and that large numbers of the bondholders from want of proper information have been induced to sign various requests to the court for certain forms of decree injurious to us as bondholders, and being your cestui que trust to the amount set opposite our names of the 1st-mortgage bonds, to secure the payment of which you hold the mortgages as trustee for ourselves and others similarly situated, this is to notify you of such interest on our part, and to request you to instruct your counsel to procure the ordinary decree of foreclosure and sale, and failing to get this from the 3450 court, to take an appeal to the Supreme Court of the U. S.

If for any reason you decline to give your counsel such instructions, please inform us, that we may become a party to said proceedings and take such course as we may be advised in the matter.

We understand the trust deed to require you to procure the ordinary decree of foreclosure and sale. If the bondholders, or a majority of them, request you to purchase the mortgage premises, and to form a new company, that it is competent for you to so do upon such terms and conditions as a majority of the bondholders desire. But until you do so purchase, you are to do all you reasonably can be expected to 3451 do to protect the minority as well as the majority of your cestui que trust.

Respectfully, your obe. servants,

	RUSSELL SAGE,	$100,000
	F. LEAKE,	25,000
By	RUSSELL SAGE.	
	JAMES BUELL.	10,000
	EDWIN PARSONS.	13,500

NEW YORK, *Oct.* 1*st*, 1875.

And therewith the said solicitor presented the following petition:

Now comes the Farmers' Loan & Trust Company, and say that since they have filed their petition or information as to the application of bondholders to have the said road sold, James Buell has deposited with the said trustees ten thousand dollars in value of first-mortgage bonds of said company; Frederick Leake has deposited twenty-five thousand dollars of the same, and Russell Sage one hundred and one thou-
3452 sand of the same, and said parties demand of said trustees that they procure a foreclosure of said property under said first mortgage, and the plaintiffs ask the advice of the court in the premises.

GRANT AND SMITH,
For the Trustees.

And the said solicitor for the complainant thereupon said to the court that it submitted itself to its advice and direction, and was ready to execute any decree the court might see proper to make, and did not otherwise object to the said proposed decree, or give the court to understand that it was or would be objected to by the trustee on behalf of any of the cestuis que trust.

(Signed) JOHN F. DILLON.
J. M. LOVE.

3453 On the 13th day of January, 1876, E. T. Phelps, by his att'ys, Mess. Powers & Kenyon, filed in said clerk's office his petition for leave to sue the receiver in the State courts; which said petition is in the words and figures following, to wit:

3454 United States circuit court, dist. of Iowa.

E. F. PHELPS
vs.
CENTRAL RAILROAD OF IOWA. } Petition.

1st. Plaintiff shows that he is a resident of the State of Iowa.

2nd. That on or about the 28th day of Oct., 1875, he purchased of the defendants, at their office in Mason City, a passenger's ticket whereby the def'ts agreed to convey your plaintiff over a portion of def't's road.

3rd. That while this plaintiff was being transported over said road as a passenger, owing to the carelessness and negligence of the parties in charge of the train and the agents of the defendant, the car run off the track and was turned over, and this plaintiff was greatly damaged in his person, to wit, in the sum of $1,500.

Plaintiff therefore asks the leave of this court to prosecute the claim of this plaintiff in the State courts of Iowa against the said defend-
3455 ants, or the receivers appointed by this court, and that his claim against said road be protected.

(S'g'd) POWERS & KINGMAN,
Att'ys for Plaintiff.

(Endorsed:) E. F. Phelps vs. Central R. R. of Iowa. Petition for leave to bring suit in State court. Filed Jan'y 13, 1876. George B. Corkhill, clerk. Powers & Kingman, pl't'ff's att'ys.

3456 On the same day, to wit, Jan'y 13, '76, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

3457 United States circuit court, district of Iowa, October term, 1875.
Thursday, Jan'y 13, 1876.

FARMERS' LOAN AND TRUST COMPANY *vs.* THE CENTRAL R. R. CO. of IOWA.	No. 501. Eq.

This cause, coming on to be heard this day on the petition of E. S. Phelps for leave to sue the receiver of this court in the State courts of Iowa, the prayer of the petition is refused and leave granted him to sue said receiver in this court.

(S'g'd) JOHN F. DILLON.
J. M. LOVE.

3458 On the 17th day of January, 1876, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

3459 United States circuit court, district of Iowa, October term, 1875.
Saturday, January 15, 1876.

FARMERS' LOAN AND TRUST COMPANY *vs.* CENTRAL R. R. CO. OF IOWA.	No. 501. Eq.

Ordered, that the receiver herein pay to the clerk the sum of two hundred and fifty dollars, on account of clerk's fees in above cause.

(Signed) JOHN F. DILLON, *Judge.*

3460 On the 21st day of February, 1876, Russell Sage, James Buell, N. A. Cowdrey, by their att'ys, filed in said clerk's office their petition for appeal in said cause; which said petition is in the words and figures following, to wit:

3461 United States circuit court, district of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY, complainants, Russell Sage, James Buell, and N. A. Cowdrey, intervenors,

vs.

THE CENTRAL RAILROAD COMPANY OF IOWA, Hugh Thornton, The Le Grand Quarry Company, Lush Carton and Company, C. M. Stewart, M. M. S't John, W. N. Moore, Ole Oleson, H. J. Boardman, I. M. Cate, J. F. Gilman, Horace Abbott, Delano Smith, Edwin Willigood, John Turner, G. W. Maybury.

To the honorable judges of the above-entitled court, and to the honorable Samuel F. Miller, associate justice of the Supreme Court of the United States:

3462 The petition of Russell Sage, James Buell, and N. A. Cowdrey, all citizens of the city and State of New York, respectfully show to your honors that the above-entitled court made an order or decree at its October term, 1875, viz, January 14, 1876, allowing your petitioners to intervene in said case and to take an appeal if they so elect from the decree of that court, made in the above-entitled cause Oct. 22nd, 1875, but continued for further hearing by the presiding justice by an order made at chambers at the city of S't Paul, Dec. 16th, 1876, which further hearing was had in open court at Des Moines, and determined by the court January 14th, 1876; all of which more fully appears by said order or decree on file in this court, to which reference is made.

3463 That your petitioners are injured and aggrieved by said order or decree made Oct. 22nd, 1875, and reaffirmed January 14, 1876, and elect to take an appeal therefrom to the Supreme Court of the United States. They also appeal from so much of said order or decree entered in the above-entitled case as limits their right to be a party in said suit to the right to appeal as therein named, and to so much of said order or decree as requires your petitioners, if they desire said appeal to operate as a supersedeas, to give a bond in the sum of $1,000,000 within thirty days from Jan. 14, 1876.

Your petitioners aver that the action is to foreclose a railroad mortgage, which mortgage covers the entire property of the defendants, the Central Railroad Company of Iowa. 3464

That said railroad company is a bankrupt company wholly unable to pay its debts; that said court has heretofore appointed its receiver, who is in possession of the entire property of said defendant, and is operating said railroad under and in pursuance of the orders of said circuit court; that there are three mortgages upon the premises, all of which are being foreclosed; that your petitioners are cestui que trust of the complainant under the first mortgage; that none of the mortgages have any market or quotable value except the first mortgage; that the said first mortgage amounts in the aggregate to the sum of $3,700,000 at its par or face value; that its marketable or saleable value does not exceed 35 %, or say $1,275,000; that sales 3465 have been made since the property has been in the hands of the court at 27½ %; that the earnings of the road will be applied by the court to the reduction of the amount due on the first mortgage, so that no party to said suit can suffer damages by reason of said appeal; that the complainants in this case have given their written assent to your petitioners to take this appeal.

Wherefore your petitioners pray for an appeal to the Supreme Court of the United States from said orders and decrees of said circuit court made on said 22nd day of October, 1875, and on said 14th day of January, 1876, as above set forth. They also ask that said 3466 appeal may supersede the execution of said orders or decrees.

Your petitioners herewith offer to your honors a bond in due form of law, to be approved by you, and pray an allowance of a supersedeas, appeal, and a citation according to law; and your petitioners, as in duty bound, will ever pray.

(S'g'd)

RUSSELL SAGE.
JAMES BUELL.
N. A. COWDREY.

NEW YORK, *Jan'y 21st*, 1876.

CITY AND STATE OF NEW YORK, *ss:*

Personally appeared before the undersigned authority Russell Sage, James Buell, and N. A. Cowdrey, and each for himself made oath that the foregoing petition is true. Before me Jan'y 21, '76.

3467— [SEAL.] (Signed) JOHN A. SHIELDS.
U. S. Com'r for N. Y.

The appeal prayed above is hereby allowed, and when the bond which I have approved is filed it is to operate as a supersedeas.

(Signed) SAM. F. MILLER, *Judge*.

FEB'Y 16, 1876.

(Endorsed:) Filed Feb. 21, 1876. E. R. Mason, clerk.

3468 On the 30th day of March, 1875, P. T. Lomax, master in chancery of said court, filed in said clerk's office his report in said cause, which report is in words and figures following, to wit:

3469 In the circuit court of the United States in and for the district of Iowa.

FARMERS' LOAN AND TRUST COMPANY
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA.

MASTER'S OFFICE, *Feb'y 28th*, 1876.

To the honorable the judges of said county:

The undersigned, one of the masters of this court, would respectfully
report that, in pursuance of an order of this honorable court, dated Mon-
day, January 17th, 1876, he repaired to Marshalltown, in the State of
Iowa, where he was attended by D. N. Pickering, late receiver, J. B.
Grinnell, the present receiver of said railroad company; that he found
that the said D. N. Pickering had not, during his said receiver-
3470 ship, presented to the court, or to any master thereof, any de-
tailed account of his receipts and disbursements, accompanied by
proper vouchers for said disbursements; but that he had every month
reported to the court and to one of the attorneys of the plaintiff a sum-
mary of such receipts and disbursements and had retained copies
thereof in the cashier's office; that the said receiver, for the month of
January, 1875, reported that he had received from all sources as the
earnings of said railroad the sum of eighty-one thousand one hundred
and ninety-three $\frac{35}{100}$ dollars ($81,193.35); that he had expended in the
operation of said road the sum of sixty-nine thousand two hundred and
sixty ^{58} dollars (69,260.58), leaving a balance in his hands at the date
of said report of eleven thousand nine hundred and thirty-two $\frac{77}{100}$ dol-
lars (11,932.77).

3471 That the said receiver, for the month of February, reported that he had received on the same account the sum of thirty-eight thousand three hundred and ninety-eight ^{28} dollars (38,398.28); that he had likewise expended the sum of thirty-one thousand seven hundred and twenty-four $\frac{03}{100}$ dollars (31,724.03), leaving a balance in his hands at the date of said report of six thousand six hundred and seventy-four $\frac{25}{100}$ dollars (6,674.25).

That the said receiver, for the month of March, reported that he had
received on the same account the sum of seventy-three thousand three
hundred and thirty-two $\frac{94}{100}$ dollars (73,332.94); that he had likewise
expended the sum of seventy-one thousand and sixty-five $\frac{21}{100}$ dol-
3472 lars (71,065.21), leaving a balance in his hands at the date of said
report of two thousand two hundred and sixty-seven $\frac{73}{100}$ dollars
(2,267.73).

That the said receiver, for the month of April, 1875, reported that he had received on the same account the sum of ninety thousand two hundred and ninety-nine ^{64} dollars (90,299.64); that he had likewise expended the sum of seventy-nine thousand seven hundred and twenty $\frac{06}{100}$ dollars (79,720.06), leaving a balance in his hands at the date of his said report of ten thousand five hundred and seventy nine $\frac{58}{100}$ dollars (10,579.58).

That the said receiver, for the month of May, reported that he had re-
ceived on the same accounts the sum of eighty-two thousand one
3473 hundred and fifty-three $\frac{75}{100}$ (82,153.75); that he had likewise ex-
pended the sum of eighty-one thousand one hundred and ninety-
five $\frac{80}{100}$ dollars (81,195.80), leaving a balance, as reported, in his hands—
957.95.

That the said receiver, for the month of June, 1875, reported that he had received on the same account the sum of sixty-six thousand three hundred and nine $\frac{30}{100}$ (66,309.30); that he had likewise expended the sum of fifty-four thousand five hundred and sixty-two $\frac{53}{100}$ dollars (54.562.33), leaving a balance in his hands at the date of his said report of eleven thousand seven hundred and forty-six $\frac{97}{100}$ dollars (11,746.97).

That the said receiver, for the month of July, 1875, reported that he
had received on the same account eighty-six thousand nine hun-
3474 dred and seventy-three $\frac{21}{100}$ dollars (86,973.21); that he had like-
wise expended the sum of seventy-nine thousand six hundred and
fifty-six $\frac{09}{100}$ dollars (79,656.09), leaving a balance in his hands at the
date of his said report of seven thousand three hundred and seventeen
$\frac{12}{100}$ doll's (7,317.12).

That the said receiver, for the month of August, reported that he had received on the same account eighty-three thousand six hundred and five $\frac{56}{100}$ dollars (83,605.56); that he had likewise expended the sum of seventy-eight thousand four hundred and seven $\frac{74}{100}$ dollars (78,407.74), leaving a balance in his hands at the date of his said report of five thousand one hundred and ninety-seven $\frac{82}{100}$ dollars (5,197.82).

3475 That the said receiver, for the month of September, 1'75, re-
ported that he had received on the same account the sum of one hun-
dred and seven thousand seven hundred and five $\frac{13}{100}$ dollars (107,705,13);
that he had likewise expended the sum of one hundred and two thou-
sand and four $\frac{08}{100}$ dollars (102,004.08), leaving a balance in his hands at
the date of his said report of five thousand seven hundred and one $\frac{05}{100}$
dollars (5,701.05).

That the said receiver, for the month of October, 1'75, reported that
he had received on the same account the sum of one hundred and two
thousand three hundred and ninety-one $\frac{73}{100}$ dollars (102,391.73); that
he had likewise expended the sum of one hundred thousand four
3476 hundred and eighty $\frac{21}{100}$ dollars (100,480.21), leaving a balance in
his hands at the date of his said report of one thousand nine hun-
dred and eleven $\frac{54}{100}$ dollars (1,911.52).

That the said receiver, for the month of November, '75, reported that he had received on the same account the sum of one hundred and sixteen thousand five hundred and sixty-two $\frac{54}{100}$ dollars (116,562.54); that he had likewise expended the sum of one hundred and thirteen thousand nine hundred and ninety nine $^{\underline{84}}$ dollars (113,999.84), leaving a balance in his hands, at the date of his said report, two thousand five hundred and sixty-two $\frac{70}{100}$ dollars (2,562.70).

That the said receiver, for the month of December, '75, reported that he
had received on the same account the sum of ninety-six thousand
3477 seven hundred and ninety-nine $\frac{39}{100}$ dollars (96,799.39); that he
had likewise expended the eighty-four thousand eight hundred
and seventeen $\frac{40}{100}$ dollars (84,817.40), leaving in his hands, at the date
of his said report, the sum of eleven thousand nine hundred and eighty-
one $\frac{99}{100}$ dollars (11,981.99).

That the said receiver, for the month of January, '76, reported that he had received on the same account the same of ninety-four thousand seven hundred and forty-three $\frac{85}{100}$ doll's (94,743.85); that he had likewise expended the sum of eighty-one thousand five hundred and five $\frac{94}{100}$ dollars (81,505.94), leaving a balance in his hands, at the date of his said report, of thirteen thousand two hundred and thirty-seven $\frac{91}{100}$ dollars (13,237.91.)

3478 That the undersigned then examined the cash-book kept in the office of the cashier, and found that the items of debit and credit entered in said book for the said months respectively footed up and balanced in accordance with the said monthly reports hereinbefore set forth.

That the payments made by the said receiver, as shown in the entries in said cash-book, were conformable to the general order of Judge Dillon, in chambers at Davenport, upon the appointment of said D. N. Pickering as permanent receiver, on or on the 7th of January, 1875, and the special orders of court made since that date in regard to the duties and authority of said receiver.

I. Except that during the months aforesaid he has at various times paid out for and on account of certain contracts theretofore made by said railroad company for rights of way for said railroad, viz:

3479 (*a.*) To J. L. Ingleden (Marshall County), one hundred dollars; no interest charged; $100.00.

(*b*) To M. E. Rykins (Ackley), one hundred dollars; no interest charged; $100.00.

II. That he has also paid at sundry times the sum of two hundred and fifty-one dollars ($251.00.)

(*a*) To John C. Munford and wife, for ground at Mason City, necessary for forming a stock-yard at that place to facilitate the operation of said road, the company not owning and posses'ing any ground at Mason City that could be applied to that purpose.

(*b*) To Harriet Taylor (Grinnell), the sum of three hundred dollars for a strip of ground necessary to lengthen the switch, not being adequate to accommodate the cars in use on the said road.

II. And excepting that in the payments by the said receiver, for and
on account of the expenses attending the removal of shops and
3480 machinery from the town of Eldora, and the erection of the same
at Marshalltown under order of this court, there is shown an excess of payments, over and above the fund provided for that purpose, of twenty-eight hundred and nineteen $\frac{62}{100}$ dollars ($2,819.62), for which he has drawn upon the assets proper of said railroad company, in his hands as said receiver. But it appears from a special report of said receiver, herewith returned, marked "A," that he has still in his hands, as the agent of citizens of Marshalltown and Marshall Township, now collected from the funds provided for the removal and erection of said shops, which he represents to be available, an amount ample to reimburse the company the said excess, and to defray the entire expense of said work of removal and erection.

3481 The undersigned finds, upon a careful and minute inspection of the books and papers in the office of the cashier, that all the items of expenditure charged in the books are supported by satisfactory voucher'.

That by agreement between D. N. Pickering, esq., and Hon. John B. Grinnell, the present receiver, and as more convenient to the keeping of accounts in the office, and to avoid a break in the monthly accounts of the receivers, the account of D. N. Pickering was allowed to cover the month of January, 1876.

That the balance in his hands on the 31st day of January aforesaid, and heretofore reported, amounting to the sum of thirteen thousand two hundred and thirty-seven $\frac{91}{100}$ ($13,237.90), was then paid over to J. B. Grinnell, receiver, and his receipts taken therefor, and has been carried into his account commencing the 1st of February, 1876. The undersigned herewith a copy of an account of H. E. Boardman, esq.,
3482 attorney, for his legal services rendered to D. N. Pickering during the period of his receivership, supported by affidavit, amounting to the sum of five hundred and twenty-five dollars ($525.00), which the undersigned finds to be a reasonable charge for the professional services performed by the said attorney, and would recommend its payment by the present receivor as a legitimate expense attending the former receivorship.

All of which is respectfully submitted.

P. T. LOMAX,
Master in Chancery.

(Endorsed:) Farmers' Loan and Trust Company vs. Central Railroad of Iowa. Report of master. Filed March 30th, 1876. E. R. Mason.

3483 (Requisition No. .)

Central Railroad Co. of Iowa, Marshall Station, to H. E. J. Boardman, Dr.

Charge to—	1876.			Cents.
Legal expense.	Jan'y 22	For advice and retainer from Oct. 16th, '74, to Jan'y 22nd, '76, 5 mo's	200	00
	"	For services at Davenport, before Judge Dillon, 3 days	75	00
	" 6	For services before L. M. Fisher, master in chancery, 4 days & 2 nights	100	00
	" 12	For 4 days at Des Moines. before the circuit court U. S	100	00
	16	For 2 days at Des Moines, before circuit court U. S	50	00
			525	00

Examined and entered.

(Signed) T. J. FLETCHER.

Received of the Central Railroad Company of Iowa the sum of five hundred and twenty-five dollars ($525.00), in full for the above account.

Approved, Jan'y, 1876.

(Signed) D. N. PICKERING,
Receiver.

(Indorsed:) Copy. Central Railroad Company of Iowa. Voucher No. 6477. Charge to legal expense, $525.00. Bill of H. E J. Boardman, Marshall, month of Jan'y, 1876. Entered, journal E, 117. Paid cashbook . Filed Mar. 30, 1876. E. R. Mason.

3484 Marshalltown, Iowa, January 22nd, 1876.

D. N. Pickering, as receiver of C. R. R. of I., to H. E. J. Boardman, Dr.

1874		
Oct. 16.—	To Jan'y 22, '76, to advice and retainer 15 mo's (3 mo's off)	$200 00
1875		
Jan'y .—	To services at Davenport before Hon. J. F. Dillon (3 days)	75 00
1876		
Jan'y 6.—	To services before L. M. Fisher, master in chancery, 4 days & 2 nights	100 00
" 12.—	To 4 days at Des Moines before the circuit court U. S	100 00
" 16.—	To 2 days at Des Moines before circuit court U. S	50 00
		525 00

STATE OF IOWA,
Marshall Co.:

I, H. E. J. Boardman, on oath say the above and foregoing account is just, true, and due, & no part of same has been paid, nor have I received anything whatever for said services.

(Signed) H. E. J. BOARDMAN.

Subscribed in my presence and sworn to before me Jan'y 27th, 1876.

[SEAL.] (Signed) J. S. CARNEY,
Notary Public, Marshall Co.

3485 CENTRAL RAILROAD COMPANY OF IOWA.

Marshalltown, Jan'y 31st, 1876.

Cost of new machine-shops, &c., Marshalltown.

For transportation on 72 car-loads of stone from Mason City for foundations	$1,770	08
Do on 32 " lumber (Central R. R.	661	90
" " " " " C. M. & S't P. R'y	722	00
Drayage sundries, J. M. Adams	10	65
Freight paid C. & N. W. R'y on doors & windows	47	83
" " C. R. R. of I. " lime	28	86
" " C. N. W. R'y " cement, $91.64 ; & nails, $18.00	109	64
Drayage on brick p'd by C. C. Gilman (to drayman)	1	00
Freight " drain pipe C. N. W. R'y	6	48
T. J. Blackstone for $635\frac{84}{100}$ cubic y'ds stone for foundation	53	91
Mason City Lime & Stone Co., for 450 bushels lime	99	00
Crerar, Adams & Co., " 150 bbls. cement	300	00
" " " " 53 p's drain pipe. 12 and 6	38	17
A. T. Birchard " paint & brush	6	25
Crerar, Adams & Co., " 80 kegs (100 lbs. ea.) nails	250	25
T. J. Ingersoll, " 1,000 bricks	9	00
Rob't Lindsey, " 1,400 bricks	14	00
From C. R. R. of Iowa, stores—axe, $1.00 ; 3 kegs R. R. spikes, $17.35	18	78
M. A. Disbrow, for doors & windows, glazed	1,122	30
N. Worley & Son " hardware, latches, bolts, lock & screws	8	95
Crerar, Adams & Co., 204 sash weights, 20, 10, & 9 lbs. each	48	65
34 lbs. hemp sash cord of Crerar, Adams & Co	6	80
3486 Lumber of T. B. Clark, Minneapolis, Minn., 119,939 f't, for frame, &c., of shop, $9.75	1,169	36
47,000 f't dressed & matched boards, $13.50	637	20
10,800 " long framing timber, 40 f't long, $15.00	162	00
Over	$8,203	06
Am't brought forward	$8,203	06
1,000 f't of lumber of F. P. Clark, $12.50	12	50
6,658 " " " " " $10.00	67	28
1,354 " " " " W. C. Woodward & Son	47	55
300 " " " " D. W. Cunningham	18	15
15,000 " flooring " G. Dean & Co., $14.00	210	00
1,633 " Norway pine, H. J. Taylor & Co., $15 00	24	49
4,411 " white " " " $10.75, less $11.00	36	41
1,440 " lumber from stock on hand C. R. R. of Iowa	18	72
6 R. road track ties " " " "	3	60
Sundry small items, materials & labor from cor. dep'tm't	66	05
Locomotive service filling up for tracks to shop	260	00
Sundry work done & materials used from machine-shop	461	53
Labor (carpenters 1,077 days' work)	2,658	36
Water department	19	04
Blacksmiths' shop	57	69
Laborers, 1,170½ days' work	1,793	40
A. A. Pike, mason, for days' work, p'd by voucher	928	75
Lumber, F. P. Clark, omitted above, 15,198 feet	148	08
Cost to Jan'y 1st, 1876	$15,034	66
Lumber for blacksmiths' shop & tin shop	79	15
3487 " " " " " "	81	37

Lumber for blacksmiths' shop & tin shop		25 92
H'dware & spikes " " "		18 08
Rebuilding blacksmith & tin shops (labor, carpenter)		171 37
Abb. & Ha. Kinslly, for iron roofings put on complete		2,126 50
Total cost of shops		$17,537 05
Jan'y 31, 1876, cost		$17,537 05
Less fr't on C. C. R. of I'a		2,460 84
		$15,076 21
Paid cash to Jan'y 1, '76	$10,457 50	
	1,026 50	
		11,484 00
		$3,592 21
Bal. tax collected & in bank Feb. 12, 1876		516 09
		$3,076 12
Feb. 12, 1876, since collected		256 50
Except of costs not yet collected		$2,819 62

HON. P. T. LOMAX,
Master of Chancery, Keokuk, Iowa:

DEAR SIR: There are in bank against citizens of Marshall Township & Marshalltown notes given for taxes, voted in aid of the railroad company (the Central R. R. Co. of Iowa), to build machine shops at the Marshalltown station of the said railroad, ninety-five notes, aggre-
3488 gating the sum of eighty-one hundred ninety-two $\frac{16}{100}$ dollars ($8,192.16). These notes mostly bear 10% interest per annum, and are the balance of tax notes turned over to me as the agent of the citizens, to be used in the erection of machine-shops at Marshalltown, and under the authority so to act, I have turned over to the C. R. R. of I'a eleven thousand four hundred & eighty four dollars ($11,484.00) and now have on deposit the sum of seven hundred & forty $\frac{55}{100}$ dollars.

It will be seen in the statement of the costs of the shops (now in full use) has been $17,537.05. Freight I have deducted from the sum, as the same was done by the C. R. R. of I. All other freights on other lines are a part of the balance of cost of buildings, &c., to be considered the cash cost of $15,076.21, paid and to be paid under the order for removal of shops, & I am satisfied that the balance will be forthcoming at an early day, and ask the indulgence of the court to make the account of costs of buildings full and complete.

(S'g'd) D. N. PICKERING,
Ag't for the Citizens of Marshall County
3489 *& the Township & Town.*

STATE OF IOWA,
County of Marshall, ss:

I, D. N. Pickering, having been first duly sworn, upon my oath do say that the items of account and the statements in the foregoing are true, as I verily believe.

(S'g'd) D. N. PICKERING.

Subscribed and sworn to before me, the undersigned, the 26th , 1876.

P. T. LOMAX,
Master in Chancery.

(Endorsed:) A.

3490 On the 2d day of April, 1876, J. B. Grinnell, receiver in said cause, filed in said clerk's office his report in said cause, a true copy of which is as follows, to wit:

3491 RECEIVER'S OFFICE, C. R. R. OF IOWA,
Grinnell, Iowa, April 1st, 1876.

Hon. JOHN F. DILLON and Hon. J. M. LOVE,
Judges U. S. Court:

GENTLEMEN: In my first monthly report as receiver mention was made of several matters to which no allusion now need be made.

It is a pleasure to report that during the last 30 days no accident has occurred resulting in serious injury to passengers, employees, or property; cars broken by the serious wreck of last autumn are mainly repaired, and the persons injured have mostly recovered. The persons
wrecked by the broken rail in February are all well restored save
3492 one, and for her there is promise of an early recovery.

While it is understood that your court will not entertain suits against the receiver for injuries and losses by a broken rail where there was no alleged and plain neglect, I have required the best of attention to be given to the injured, and shall meet the claims of most of the unfortunates to their full satisfaction.

The greatest caution has been exercised in moving trains, and a large force is employed in placing new first-class cross-ties in the track, rendering it safe and permanent.

There is a pleasant comity with the severals r'r'ds, seven in number, with which the Central is connected, and I hear no complaints from the patrons of the road of excessive charges.

The order granting an extension northward and the establish-
3493 ment of sundry new stations gives promise of greater facility in
moving trains, and a considerable local increase of business, while the new line reaching Oskaloosa from the east and a reduction of freight-rates will of necessity tend to a reduction of our revenue. A large shipment of ice south has added to freight-earnings, but not more than compensating for a reduction in the coal ton'age owing to the mild winter.

The S't Louis R. R. interest show' an increasing desire to cultivate and secure our freighting, and the K. and D. M. R. R. have made slight concessions in rates, much less than I require, for the joint occupancy of the sixteen miles from Eddyville to Ottumwa.

The reduction of pay to which I alluded in my first report did
3494 not deprive the company of the services of a single needed em-
ployee, and it is a pleasure to mention the cheerful co-operation of the heads of departments and employees generally with the superintendent in contributing to the value of this property.

Orders made by the court for the payment of claims have been obeyed so far as the treasury would allow, which will be shown in the detailed financial statement.

It has been my opinion that the non-paying dividend roads were taxed by the State higher relatively than other property, and out of just proportion to the east and west land grant roads; and learning that the State council had fixed the valuation for 1875 higher than for
1874, I sought to lessen the valuation on the ground that the gross
3495 earnings where there was a heavy ton'age did not furnish a true
standard of taxable value under the code. The levy for 1876 is fixed at 3,700 dollars per mile—$600 per mile less than 1875; and even this valuation, without disparaging the judgment of the hon. council, is

regarded as yet too high, but all that I could secure after the most persistent efforts.

During the last decade no year in Iowa has brought forth so meager a crop of the great cereals, corn and wheat, which has contributed to a depression in business, and a light traffic is anticipated for the Central until the next autumn.

Good economy requires an immediate large outlay for fences and track repairs, and consequently the strictest retrenchment to pay off the floating debt and for rolling stock now in use.

3496 With but few casualties and a season remarkable for exemption from snow, there is not an early promise of another financial statement so flattering as the following proximate for three months:

The pay-rolls for Feb'y and March, 1876, is reduced 28 persons less than for 1875. The expenses for January, February, and March have been reduced about 6 per cent. below those of the corresponding months of last year. The gross earnings have been greater for the same period of three months in 1876 than for 1875 by about thirty per cent., being a total of $177,180.

Very respectfully yours,

J. B. GRINNELL,
Receiver.

(Endorsed:) The Farmers' Loan and Trust Co., trustee, vs. The Central R. R. Co. of Iowa. C. R. R. of Iowa. No. 501. Rep't of rec'v'r. Filed Apr. 2, 1876. E. R. Mason, clerk.

3497 On the 5th day of April, 1876, an agreement of parties in said cause was filed in said clerk's office, which said agreement is in the words and figures following, to wit:

3498 United States circuit court for the district of Iowa.

THE FARMERS' LOAN & TRUST COMPANY
v.
THE IOWA CENTRAL RAILROAD COMPANY & others.

In this cause the undersigned having been allowed an appeal from the decree of the circuit court of the United States, which appeal has been made a supersedeas, and doubts having arisen as to the jurisdiction of the circuit court over the receiver & the property & the allowance of accounts against the receiver, the undersigned agree & admit that the circuit court of Iowa shall have & exercise the same control over 3499 the receiver & his accounts and the allowance of accounts & claims against the receiver that it had before said appeal, reserving to ourselves the right of appeal for the allowance of any accounts which, in our opinion, are not made in pursuance of law.

March 12, 1876.

RUSSELL SAGE,
JAMES BUELL,
N. A. COWDREY,
By N. A. COWDREY,
Att'y.

(Endorsed:) In U. S. cir. c't, dist. of Iowa. Farmers' Loan & Trust Company vs. Central Railroad of Iowa. Agreement. Filed Apr. 5, 1876. E. R. Mason, clerk.

3500 On the 1st day of April, 1876, there was filed in said clerk's office citations in said cause, of which the following are true copies, to wit:

3501 *Copy of citation.*

UNITED STATES OF AMERICA, *ss:*

To the Farmers' Loan and Trust Company, complainants, and to the Central Railroad Company of Iowa, Hugh Thornton, the Le Grand Quarry Company, Lush, Carton and Company, C. M. Stewart, M. M. St. John, W. H. Moore, O. C. Oleson, H. J. Boardman, J. M. Cate, J. S. Gilman, Horace Abbott, Delano Smith, Edwin Willigood, John Turner, S. W. Maybury, defendants, greeting:

3502 You are each and every one of you hereby cited and admonished to be and appear at the Supreme Court of the United States to be holden at the city of Washington, District of Columbia, on the second Monday of October, A. D. 1876, pursuant to an appeal filed in the clerk's office of the circuit court of the United States for the district of Iowa, wherein you are complainants and defendants, and wherein Russell Sage, James Buell, and N. A. Cowdrey are, by liberty of the court, intervenors, complainants, and there show cause, if any there be, why the said order and decree in said appeal mentioned should not be corrected and speedy justice should not be done the parties to said cause.

February 16, 1876.

SAM. F. MILLER,
Judge.

3503 (Copy.)

Circuit court of the United States, district of Iowa. In equity. No. 501. October term, 1875.

THE FARMERS' LOAN AND TRUST COMPANY, complainants, Russell Sage, James Buell, and N. A. Cowdrey, intervenors, complainants,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA and others, defendants.

Bond on appeal.

Know all men by these presents that we, Russell Sage, James Buell, and N. A. Cowdrey are held and firmly bound unto the clerk of the circuit court of the United States for the district of Iowa, in trust 3504 for the parties to the above-named suit as their interest may appear, in the sum of twenty thousand dollars lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators jointly and severally.

The condition of this bond is such that whereas, at a term of the circuit court of the United States for the district of Iowa held on the second Monday of October, 1875, viz, October 22nd, 1875, and on the 14th day of January, 1876, in the suit above named depending in said court in equity, a certain order or decree was made by said court by which the intervenors in said case were injured aggrieved, as more fully set forth in their petition asking for an appeal from said orders and decrees.

And the said intervenors having asked for and obtained an appeal from said orders and decrees to the Supreme Court of the United 3505 States, and filed a copy thereof in the office of the clerk of the circuit court of the district of Iowa, and a citation directed to each of the parties to said suit citing them to appear at the Supreme Court of the United States to be holden at Washington on the second Monday of October, 1876, having been duly issued and filed :

Now, therefore, if said intervenors, or either of them, shall prosecute said appeal to effect, and answer all damages and costs if said appeal is not made good, then this obligation to be void; otherwise, to remain in full force and virtue.

Witness our hands and seals, at the city of New York, this 21st day of January, 1876.

RUSSELL SAGE. [L. S.]
JAMES BUELL. [L. S.]
N. A. COWDREY. [L. S.]

Approved by me to operate as a supersedeas this 16th day of February, 1876.

SAM. F. MILLER, *Judge.*

3506 The within and foregoing citation has been duly served on *as* this 25 day of February, 1876.

THE CENTRAL RAILROAD COMPANY OF IOWA,
By SHIRAS, VAN DUZEE & HENDERSON,
Its Attorneys.

(Endorsed:) No. 501. Eq. The Farmers' Loan and Trust Company vs. The Central R. R. Company of Iowa. Citation. Filed Apr. 1, 1876. E. R. Mason, clerk.

3507 *Copy of citation.*

UNITED STATES OF AMERICA, *ss:*

To the Farmers' Loan and Trust Company, complainants, and to the Central Railroad Company of Iowa, Hugh Thornton, The Le Grand Quarry Company, Lush, Carton & Company, C. M. Stewart, M. M. S't John, W. H. Moore, O. C. Oleson, H. J. Boardman, J. M. Cate, J. S. Gilman, Horace Abbott, Delano Smith, Edwin Willigood, John Turner, S. W. Maybury, defendants, greeting:

You are each and every of you hereby cited and admonished to be and appear at the Supreme Court of the United States, to be 3508 holden at the city of Washington, District of Columbia, on the second Monday of October, A. D. 1876, pursuant to an appeal filed in the clerk's office of the circuit court of the United States for the district of Iowa, wherein you are complainants and defendants, and wherein Russell Sage, James Buell, and N. A. Cowdrey, are, by liberty of the court, inte'venors, complainants, and there show cause, if any there be, why the said order and decree in said appeal mentioned should not be corrected, and speedy justice should not be done the parties to said cause.

February 16, 1876.

SAM. F. MILLER, *Judge.*

3509 *Bond on appeal.*

(Copy.)

Circuit court of the United States, district of Iowa. In equity. No. 501. October term, 1875.

THE FARMERS' LOAN AND TRUST COMPANY, complainants, Russell Sage, James Buell, and N. A. Cowdrey, intervenors, complainants,

vs.

THE CENTRAL RAILROAD COMPANY OF IOWA and others, defendants.

Know all men by these presents that we, Russell Sage, James Buell, and N. A. Cowdrey are held and firmly bound unto the clerk of the circuit court of the United States for the district of Iowa, in trust
3510 for the parties to the above-named suit, as their interest may appear,
in the sum of twenty thousand dollars, lawful money of the United States; to which payment, well and truly to be made, we bind ourselves, our heirs, executers, and administrators, jointly and severally.

The condition of this bond is such that whereas, at a term of the circuit court of the United States for the district of Iowa, held on the second Monday of October, 1875, viz: October 22nd, 1875, and on the 14th day of January, 1876, in the suit above named, depending in said court in equity, a certain order or decree was made by said court, by which the intervenors in said case were injured and aggrieved, as more
3511 fully set forth in their petition, asking for an appeal from said
orders and decrees; and the said intervenors having asked for and obtained an appeal from said orders and decrees to the Supreme Court of the United States, and filed a copy thereof in the office of the clerk of said circuit court for the district of Iowa; and a citation directed to each of the parties to said suit, citing them to appear at the Supreme Court of the United States, to be holden at Washington on the second Monday of October, 1876, having been duly issued and filed:

Now, therefore, if said intervenors, or either of them, shall
3512 prosecute said appeal to effect, and answer all damages and costs
if said appeal is not made good, then this obligation to be void, otherwise to remain in full force and virtue.

Witness our hands and seals at the city of New York this 21st day of January, 1876.

RUSSELL SAGE. [L. S.]
JAMES BUELL. [L. S.]
N. A. COWDREY. [L. S.]

Approved by me, to operate as a supersedeas, this 16th day of February, 1876.

SAM. F. MILLER, *Judge.*

(Endorsed:) The foregoing & within citation & "bond for ap-
3513 pear" has been duly served on me this 24th day of Feb'y, 1876,
H. E. J. Boardman, one of counsel for these def'ts, Central R. R. Co. of Iowa, H. J. Boardman, I. M. Cate, & J. M. Cate, J. S. Gilman, Horace Abbott, Delano Smith, Edwin Willigood, & John Turner, also counsel for the Boston & New York committee of bondholders. Filed Apr. 1, 1876. E. R. Mason, clerk.

3514 UNITED STATES OF AMERICA, *ss:*

To the Farmers' Loan and Trust Company, complainants, and to the Central Railroad Company of Iowa, Hugh Thornton, The Le Grand Quincy Company, Lush, Carton & Company, C. M. Stewart, M. M. S't John, W. H. Moore, O. C. Oleson, H. J. Boardman, J. M. Cate, J. S. Gilman, Horace Abbott, Delano Smith, Edwin Willigford, John Turner, S. W. Maybury, defendants, greeting:

You are each and every of you hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden at the city of Washington, District of Columbia, on the second Monday 3515 of October, A. D. 1876, pursuant to an appeal filed in the clerk's office of the circuit court of the United States for the district of Iowa, wherein you are comp'ainants and defendants, and wherein Russel Sage, James Buell, and N. A. Cowdrey, are by liberty of the court intervenors, complainants, and there show cause, if any there be, why the said order and decree in said appeal mentioned should not be corrected, and speedy justice should not be done to the parties to said cause.

Feb'y 16, 1876.

SAM. J. MILLER, *Judge.*

The foregoing citation has been duly served on us, this 17th day of January, 1876.

FARMERS' LOAN & TRUST CO.,
By TURNER, KIRKLAND & McCLURE,
Their Att'ys.

3516 (Endorsed:) Farmers' Loan & Trust Company and others, vs. Central R. R. Co. of Iowa and others. Citation to Supreme C't of the U. S. Filed Apr. 1, 1876. E. R. Mason, clerk.

3517 On the 21st day of Feb'y, 1876, said Russell Sage et al., by their att'ys, filed in said clerk's office their supersedeas bonds in said cause, which said supersedeas is in words and figures following, to wit:

3518 *Bond on appeal.*

Circuit court of the United States district of Iowa. In equity.

THE FARMERS' LOAN & TRUST COMPANY, complainants, Russell Sage, James Buell, and N. A. Cowdrey, intervenors, complainants,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA and others, defendants.

Know all men by these presents, that we, Russell Sage, James Buell and N. A. Cowdrey, are held and firmly bound unto the clerk of the circuit court of the United States for the district of Iowa in trust for the parties to the above named suit, as their interest may appear, in the sum of twenty thousand dollars in lawful money of the United States, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, jointly and severally.

The condition of this bond is such that whereas at a term of the circuit court of the United States for the district of Iowa, on the 3519 second Monday of October, 1875, viz, October 22d, 1875, and on the 14th day of January, 1876, in the suit above named depending in said court in equity, a certain order or decree was made by said court, by which the intervenors in said case were injured and ag'rieved, as more fully set forth in their petition asking for an appeal from said orders and decrees; and the said intervenors having asked for and obtained an appeal from said orders and decrees to the Supreme Court of the United States, and filed a copy thereof in the office of the clerk of said circuit court for the district of Iowa; and a citation directed to each of the parties to said suit citing them to appear at the Supreme Court of the United States to be holden at Washington, on the second Monday of October, 1876, having been duly issued and filed:

Now, therefore, if said intervenors, or either of them, shall prosecute said appeal to effect and answer all damages and cost, if said appeal is not made good, then this obligation to be void, otherwise to remain in full force and virtue.

3520 Witness our hands and seals at the city of New York, this 21st day of January, 1876.

(S'g'd) RUSSELL SAGE. [L. S.]
(") JAMES BUELL. [L. S.]
(") N. A. COWDREY. [L. S.]

Approved by me to operate as a supersedeas, this 16th day of Feb'y, 1876.

SAM F. MILLER, *Judge.*

CITY, COUNTY, AND STATE OF NEW YORK, *ss:*

JANUARY 21ST, 1876.

Personally appeared before the subscribing authority, Russell Sage, James Buell, and N. A. Cowdrey, and each for himself made oath that he was worth the sum of twenty thousand dollars over and above all exemptions and debts, Jan. 21st, 1876.

[L. S.] JOHN A. SHIELDS,
U. S. Com's'r, S. D. of N. Y.

(Endorsed:) Farmers' Loan & Trust Company and others vs. Central Railroad Company of Iowa and others. Bond on appeal to Supreme Court of the United States. Filed Feb. 21, 1876. E. R. Mason, clerk.

3521 In the circuit court of the United States for the district of Iowa.

I, E. R. Mason, clerk of the said court for said district, do hereby certify that the foregoing transcript contains full, true, and complete copies of all records, pleadings, proceedings, record-entries, and final decree, in a certain cause adjudicated in said court wherein the Farmers' Loan & Trust Company was plaintiff and the Central Railroad Company of Iowa was defendant, as full, true, and complete as the originals of the same now remain' on file and of record in my office.

In testimony whereof I hereunto subscribe my name and affix the seal of said court at my office in Des Moines in said district this 17 day of April, A. D. 1876.

[SEAL.] EDWARD R. MASON,
Clerk U. S. C. C. District of Iowa.

(Indorsement on cover:) No. 175. Russell Sage, James Buell, & N. A. Cowdrey, intervenors, appellants, vs. The Central Railroad Company of Iowa et al. Iowa C. C. U. S. Filed 2nd October, 1876.

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Return

Supreme Court of the United States.

Nos. 175 and 570. *October Term*, 1878

RUSSELL SAGE, *et. al.*,
Appellants,

vs.

THE CENTRAL RAILROAD OF IOWA,
Appellees.

Brief of N. A. COWDREY, for Appellants.

Statement of case, - - - - - page 1 to 7.
Assignment of Errors, - - - - - " 8 to 10.
Argument, - - - - - - " 11 to 25.
Proposed Decree, - - - - - " 26 to 32.
Decree Appealed from, - - - - " 33 to 38.

Supreme Court of the United States.

RUSSELL SAGE, *et. al.*,
Appellants,
vs.
THE CENTRAL RAILROAD OF IOWA,
Appellees.

Nos. 175 and 570.
October Term, 1878.

Brief of N. A. COWDREY, *for Appellants.*

STATEMENT OF FACTS.

The Central Railroad of Iowa are or were the owners of a Railroad, wholly situated in the State of Iowa—extending from Northwood near the north line of the State, in Worth County, southerly to Albia, in Monroe County, a distance of about 190 miles.

On the 15th day of July, 1869, the Railroad Company mortgaged all its property to the Farmers' Loan and Trust Company, Trustee, in trust to secure the payment of $3,700,000 with interest. It made default in the payment of interest January 15th, 1873.

June 2d, 1874.—Charles Alexander and other, holders of bonds secured by said mortgage, on their own behalf and on behalf of all other holders of said bonds, filed their bill of complaint in the suit which is now before this Court on appeal, against the Railroad Company making the Farmers' Loan and Trust Company a defendant therein—asking for the foreclosure and sale of said Railroad. Alexander's Complaint, p. 1.

Copies of the mortgage are to be found on pages 12, 33, 55, 725, 749 of printed record. One copy commencing on each of said pages.

August 27th, 1874.—Alexander and others, bondholders, on their own behalf and on behalf of all other bondholders, filed an amended and substituted bill of foreclosure and sale against the same defendants, p. 20.

On the 30th of Sept., 1874.—The Farmers' Loan and Trust Company, one of the defendants, made answers to the complaint, which being argued Oct. 14th, 1874, resulted in the parties consenting to dismiss their bill of complaint as against the Farmers' Loan and Trust Company; and the said Trust Company were given leave to file a bill and became complainants, p. 42.

On the same day, Oct. 14th, The Farmers' Loan and Trust Company filed a bill of complaint against the Railroad Company, auxiliary to that of Alexander, *et. al.*, p. 42, "on behalf of the bondholders."

Oct. 16th, 1874.—The Court made an order consolidating the various bills of complaint, p. 66.

On Jan. 4th, 1875, the Railroad Company demurred to complaint, p. 69.

Jan. 30, 1875.—The Farmers' Loan and Trust Company amended its bill of complaint by making new parties, p. 74.

March 2d, 1875.—Demurrer over-ruled.

March 25th, 1875.—The Railroad Company, defendant, made answers to bill of complaint, denying among other things, p. 80, paragraph 22½, that complainant could maintain this action, because it did not appear that complainant had complied with a condition precedent, which required a majority of the bondholders to express their election and option that a foreclosure take place; the same question was raised by the demurrer and over-ruled. (See p. 58, provisions of mortgage.)

Jan. 7, 1875.—Court appointed Hiram Price, Special Commissioner, to examine property; his report is found on p. 190, appointment, on p. 258.

May 1st, 1875.—Isaac M. Cate and others filed a petition to be paid for four locomotives $28,875, p. 85 and 777.

Copy of lease made by Isaac M. Cate, President, to Isaac M. Cate, *et. al.*, of said locomotives, dated Oct. 15th, 1873, p. 87.

Oct. 21st, 1875.—The Court made an *exparte* order directing the Receiver to pay Isaac M. Cate, *et. al.* $44,769.78, for said four locomotives with interest, from April 1st., 1875, at 7 per cent.

May 14th, 1875.—The Court on its own motion so far as appears from the record, referred certain claims, for ties, cars and locomotives to which the vendors retained a title to Hon. Geo. B. Wright, to report &c., p. 213. Report made recommending payment by Receiver of $5,027. Complainants excepted; exceptions over-ruled and amount paid, p. 216 and 219.

Then follows the payment of several other similar bills.

March 9th, 1875.—The Missouri Car &c. Company filed a petition, p. 223, showing a lease of fifty cars and asking for the payment of $13,367.36, &c.

March 2d, 1875.—Seven days before the filing of the petition, the amount $13,367.36 was ordered by Dillon, *Judge*, at Chambers, *exparte* to be paid, p. 225. It was paid.

March 9th, 1875.—The Mowry Car, &c. Company, filed a similar petition showing a lease of 100 box-cars ($860 each,) asking for the payment of a balance, due for rent of 47,031.74 with interest, p. 225.

Oct. 21st, 1875.—Apparently without notice, hearing, reference or consent, the Court made an order directing the payment to the Mowry Car, &c. Co. of $47,031.74 as principal, p. 225 and 228.

March 9, 1875.—John S. Newbery, *et. al.*, filed a similar petition, as Trustees of the Missouri Car, &c. Company, for rental of 200 cars bought from the R. R. Co., p. 229. Case. p. 995.

Oct. 21st, 1875.—The Court entered an order in favor of said claim, apparently by consent of parties, p. 233, for the payment of $125,736 with interest thereon and gave the same *precedence and priority* over the claims of the mortgage bondholders, p. 234.

May 8th, 1875.—Haskell & Barker Car, &c. Company filed a similar claim for a balance of $6,571.18, and interest at 10 per cent. for 2 passenger and 2 baggage cars; they had previously been paid $4,993, p. 248 and 250.

Oct. 21st, 1875.—Apparently without notice, reference or hearing, the Court ordered the amount claimed to be paid, p. 252.

Oct. 11th, 1875.—Special Master Fisher reported the amount due to the complainants on 1st mortgage, p. 281. Principal $3,700.000, interest in gold coin $923,335. Total, $4,623,335, with interest from Oct. 15th, 1875, to be added. The same report shows to be due to the complainants on second mortgage principal and interest, $1,136,246.86 in gold coin, interest to be added; due to the complainants on the third mortgage principal and interest $530,740.

Oct. 20th, 1875.—Application was made to remove D. N. Pickering as Receiver, p. 1088.

Jan. 17, 1876.—The Court appointed J. B. Grinnell, Receiver in place of D. N. Pickering, p. 1144. Court gave certain verbal instructions to Grinnell regarding his duties, p. 1145

Oct. 14th, 1875.—Complainants' counsel filed a paper in Court showing a dissent from the terms of the proposed decree, and asking the advice of the Court thereon, p. 1195.

Oct. 22d, 1875.—On Friday (the unlucky day) the Court entered its decree of foreclosure and sale, p. 1196, which is set out in full in a subsequent part of this brief.

Dec. 16th, 1875.—The judge communicates with the complainant by telegram without the knowledge of counsel and receives the answers set forth on p. 1199.

On same day complainant shows the decree is not by consent by filing a petition to appeal, for certain bondholders, p. 1200.

Dec. 24th, 1875.—The complainant filed, in Court, copy of letter, dated Dec. 8th, 1875, from Appellants, requesting complainant to take an appeal, p. 1200.

And on the same day, filed a bond on Appeal, p. 1201. On the same day, Dec. 24th, 1875, the judge filed his reasons for not allowing an appeal, under date of Dec. 16th, 1875, p. 1202.

January 11th, 1875.—The appellants filed, in Court, their petition for liberty to intervene and to take an appeal, p. 1203.

Jan. 13th, 1875.—Appellants, it then being of the October Term 1875, moved the Court to set aside the decree of Oct. 22d, 1875, p. 1204, which was heard by the Court and motion denied, p. 1205.

Under date printed Jan. 4th, 1875, p. 1205, it being evidently a misprint it should be January 14th, 1875. The opinion of the Court is given refusing to set aside decree of Oct. 22d, 1875.

And on the same day the Court granted the appellants a qualified appeal, but accompanied it with onerous conditions too great to be submitted to, p. 1206.

See statement and attempted justification of Judges Dillon and Love, p. 1205 and 1208.

Feb. 21st, 1875.—The appellants filed their petition for an appeal, which had been previously presented to the presiding justice of that Circuit, Hon. Sam. F. Miller, and allowed by him, p. 1209. Citation and bond, p. 1209 and 1220. This appeal is pending as No. 175. It was before this court on certain motions to dismiss, appeal and vacate *supersedeas*, the result of which is found in 3 Otto, p. 412. (93 U. S. Supreme Court Reports.) The *supersedeas* was vacated, and the court below proceeded to sell the mortgaged premises, July 18th, 1877. But one bid was made, which was by complainants,

p. 1 and 2 of No. 570; the bid was in writing and is found on p. 6.

August 25th, 1878.—The appellants filed exceptions to the Master's report of sale, found on p. 12 of No. 570.

August 29th, 1878.—Complainants moved to confirm sale, p. 9. Appellants in addition to exceptions filed, entered a protest against executing decree, p. 11.

August 31st, 1878.—Exceptions of appellants over-ruled and sale confirmed, p. 26 of No. 570.

Same day appellants requested their trustee, the complainants to appeal, which request was refused, p. 24 and 25 of No. 570.

Same day Court entered an order confirming sale, p. 27; and doing much more—see order.

August 31st, 1878.—The appellants were allowed an appeal in open Court, and after a hearing, but a *supersedeas* was denied, p. 29. Bond on appeal was given as required by the Court, p. 29 and 30.

Sept. 22d, 1875.—Appellants applied to Mr. Justice Hunt for an allowance of *supersedeas*, and tendered a good and sufficient bond. The justice allowed it, p. 30 and 32.

This appeal is No. 570 upon the docket of this Court.

Motion was made to dismiss appeal and vacate *supersedeas*, which motions were denied.

See 96 U. S. Reports, 712, *Sage, et. al.*, *vs. Railroad.*

No. 175 is the first appeal.
No. 570 is the second appeal.

At the present term of this Court, it has made an order directing No. 570 to be heard when 175 is reached and heard.

The appellants—interveners in the Court below—feeling agrieved, appeal to this Court for redress, and ask that the decree made October 22d, 1875, the various orders giving

John S. Newberry & Co.	$125,736.00	and int.
Isaac M. Cate, *et. al.*,	44,769.78	"
Mowery Car Co.,	47,031.74	"
Haskel & Barker Car Co.,	6,571.18	"
	$224,108.70	and int.

and making the same a lien upon the mortgaged premises or upon its income prior and superior to that of the first mortgage bondholders, and that the order of August 31st, 1877, confirming the sale of the mortgaged premises, be reversed and set aside with directions to enter such decree and orders relating thereto, as this Court thinks to equity appertains, or that this Court will itself enter the proper decree in the premises.

The appellants herewith submit a form of decree at the end of this brief, and respectfully ask this Court to enter the same.

ASSIGNMENT OF ERRORS.

1st.—The Circuit Court attempted to force different and inconsistent duties and trusts upon the trustee of the bondholders from what the parties had themselves established by contract under seal, viz.: the mortgage deed.

2d.—The *fourth* paragraph or head of the decree is erroneous and should be reversed, except so much of it as appoints a Master to make the sale, and gives instruction to the Master what and how to do,

3d.—The *fifth* paragraph or head of the decree is erroneous, and should be modified substantially as below shown in this brief.

4th.—The *sixth* paragraph or head of the decree is erroneous, in so far as it discriminates in the terms of purchase in favor of the complainant; the sale should be open to all persons upon the same terms.

5th.—The *seventh* and *eighth* paragraphs are erroneous and should be omitted.

6th.—The *ninth* paragraph is erroneous, and should be so modified as to state the exact amounts due upon the class of claims thus named, so that any proposed purchaser would know the approximate amount that he would have to pay or assume.

7th.—The Circuit Court erred in over-ruling the exception filed by the appellants to the Master's report of sale.

8th.—The Circuit Court erred in directing and declaring all debts contracted by the receiver to be "a just and permanent lien upon said property and all additions thereto to all other liens," in this, that the said declaration and direction, in effect made certain contract debts of the defendant railroad company, which may have been erroneously assumed by the receiver prior in lien to the first mortgage bonds of the appellants and others which had been issued and secured by mortgage long anterior to the time said debts were contracted, viz., contracts by lease and otherwise with John S. Newberry, *et. al.* for $125,736.00 and int.

Isaac M. Cate, *et. al.*	"	44,769.78	"
Mowery Car Co.	"	47,031.74	"
Haskell & Barker Car Co.	"	6,571.18	"
		$224,108.70	

and declaring that said Circuit Court would enforce the same without any other action thereon, &c.

9th.—The Circuit Court erred in ordering and decreeing certain undefined alleged debts, said to be provided for in paragraph *eight*, of the decree of sale, to be liens upon the premises and prohibiting the beneficiaries of the purchase from having or enjoying any benefits of the property until said indefinite and undetermined debts are satisfied and discharged.

10th.—The decree is erroneous, illegal, incongruous and contradictory in the first paragraph thereof the right of redemption is barred as to the defendant, the Railroad Company and the 2d and 3d mortgage bondholders and the judgment creditors; while in the *seventh* paragraph thereof, time is given to the 2d and 3d mortgage bondholders, the general creditors and stockholders of defendant Company, within which they may redeem—thus apparently denying the right of redemption to the Railway Company and to the judgment creditors.

11th.—The decree made by the Court is not authorized by the prayer in the bill of complaint, or is it reponsive thereto.

12th.—The appellants desire to avail themselves of each and all other of the errors manifest upon the record in both appeals.

The exceptions taken by the appellants to the order confirming the sale of the railroad are to be found at p. 12, of No. 570.

The order confirming the sale is found on page 27 of No. 570.

ARGUMENT.

I.—The original bill of complaint brought by Alexander, a bondholder, was in behalf and for all the bondholders, (p. 21.) The Farmers' Loan and Trust Company in its complaint avers the suit to be brought in behalf of the bondholders, secured by said mortgage, (p. 42.)

Hence appellants were originally made parties to the suit.

The Circuit Court allowed appellants to appear as intervenors in all subsequent proceedings, by its order of January 14th, 1876, (p. 1,206,) and from that time forward heard and treated appellants as parties to the suit. It allowed the appellants to file and argue exceptions to Master's Report, (p. 12 of No. 570.)

It received and allowed appellants to file a petition for an appeal in which it is recited that the appellants intervene by liberty of the Court, (p. 25 of No. 570.)

The Circuit Court exercised its discretion and heard the appellants, thus giving them the right to appeal.

Cutting, *ex parte*, 4th Otto, 14.
Jordan, " " " " 248.

II.—The appellants had and have the right to become parties to the suit, without limitation or restriction, because they had proved an interest in the fund in the hands of the Court, and having the right to become parties and having been heard thereon, they had the right to take an appeal if aggrieved by the action of the Court.

4th Otto, 467, Hinckly vs. Gilman, &c., R. R.

This is a proceeding *in rem*, the bondholders are treated as claimants in the decree appealed from.

2d Daniel's, Chancery Pr., 1,460.

The decree is not only a decree confirming the sale, but one of distribution; it directs the purchaser to act for the appellants among others, and to distribute the purchase to the appellants and other bondholders, p. 1,198 and 27 of No. 570.

The Circuit Court ordered the distribution of a fund in its possession of $5,192,390, in which fund the record shows the appellants to be interested to the amount of over $200,000. The appellants claim to be aggrieved by the order of distribution of that fund. They appear in Court, set forth their claims, and specifically make themselves parties to the suit by filing exceptions to the proceedings; are heard, and claim redress for their grievances.

1 Wallace, 655; Blossom v. R. R. C.
4th Otto, 248, Jordan *ex parte*.

A receiver may appeal, though not a party to the suit.

4 Otto, 467, Hinckly vs. Gilman, &c., R. R. Co.

The Circuit Court, having conceded the right of the appellants to be heard in that Court, this of itself entitles them to appeal if aggrieved. If the appellants had a legal claim to the fund, they have a right to contest the claims of others conflicting with their rights; the making a decree does not end the right of intervention; that survives the decree and involves the right of appeal.

2 Daniels, Ch. Pr., 1,460.
6 Howard, 201, Forgay vs. Conrad.
4 Otto, 248, Jordan *ex parte*.

In 24 Howard, 186, Kellogg vs. Forsyth, a landlord was allowed to appeal where the suit was against the tenant.

For the first time in the history of the case in the Circuit Court, that Court by its decree of August 31st, 1877, directs the distribution of a portion of the trust property in its hands for administration. The Court treated the fund then as one for distribution, and then fixed some amounts which should be paid prior to others. It then first exercised its judicial authority—not arbitrary or discretionary authority—but judicial authority. In doing so it injured the appellants.

11 Wall, 267, McVeigh vs. U. S.
4 Otto, 248, Jordan *ex parte*.

This Court will suspend its own rules to promote or to do justice. 20 Howard, 254, U. S. vs. Breitling. In that case the promotion of justice was to retain an appeal, supposed to have been deficient in the bill of exceptions. The ample power given to this Court in Sec. 701 U. S. Rev. Statutes were given that they might have the power to do, and do justice; that is, hear the grievances of parties and determine the same.

The duties and interests of the Trustee who may have acted for the appellant, terminated and came to an end when the decree of foreclosure and sale was obtained. The Trustee had no other authority to act for the bondholders than such as is conferred upon it by the deed of trust (see opinion of Dillon, *Judge*, page 28 of No. 570.) In this case there is a provision in the deed of trust, authorizing the Trustee under certain circumstances to buy the mortgaged premises; but there can be no pretense that in this respect the decree follows the deed of trust. Whatever power the Trustee had exercised after decree entered was conferred by the Court, and not by the deed of trust or agreement of the parties. Hence at that point in the litigation the bondholders themselves—the appellants—became parties in interest. Th mortgage provides that in the event of a sale, "and the holders of a majority of the then outstanding bonds secured by this mortgage, shall in writing request the Trustees; it is authorized to purchase the premises enclosed herein, *for the use and benefit of the holders of the then outstanding bonds secured by this mortgage.* No authority whatever is given the Trustee or any one else to purchase the premises for the use and benefit of second and third mortgage bondholders or creditors, other than first mortgage bondholders or for stockholders. The authority given is confined wholly to the use and benefit of the first mortgage bondholders.

It was extra judicial and beyond the power of the Court to take cognizance of plans of re organization.

50 Vt. p. 593, Vt. Can. R. R. *vs.* Vt. Cent. R. R.

III.—The decree appealed from is not and does not purport to be a decree by consent. The suit is a bondholders suit; some of the bondholders, viz., the appellants, dissented from the decree; the dissent was filed in Court and is found on page 1,195 of record.

If it is said that counsel of complainants below assented to the decree appealed from, the reply is that the record does not sustain the assertion; a statement of facts made and filed by the Judges several days after the issue and service of the writ of error in the case, is a nullity.

7 Wall, 564, Generes *vs.* Benneman.
8 Wall, 376, Avendoro *vs.* Gay.

If the statement of the Circuit Judges page 1,208, can be construed into an assent to the decree, we reply that such assent if given, which it does not appear to have been, was unauthorized.

The solicitor of the complainant could have no more authority than the complainant itself.

The complainant had no authority not conferred upon it by the deed of trust. That deed of trust in no way manner or form, authorized such a decree as was entered by the Circuit Court—or did the complaint or any pleading in the cause. See complaint, pp. 21 and 42.

Deed of trust attached to both complaints as Exhibit B, pp. 33 and 55.

IV.—There is no dispute or controversy as to the validity or amount of debt, or as to what property is pledged for its security.

All the questions arising upon the record, relate to the manner and form by which the creditor—*i. e.*, the bondholder—shall realize the debt due to him out of the property pledged to secure its payment.

A statement of the errors in the decree is a sufficient argument of the case.

With the indulgence of the Court we will briefly add a few words more:

V.—By the 4th paragraph of the decree, the Circuit Court attempts to make a new and entirely different agreement for the bondholders from that which they had themselves made in the deed of trust.

The Court finds that under certain circumstances, if the Trustee shall be requested, in writing, by a majority of the first mortgage bondholders so to do, the Trustee may buy the premises for the first mortgage bondholders, and then proceeds—in the 5th paragraph of the decree,—without finding that the condition precedent has been complied with, viz., the request, *in writing*, of a majority *of bondholders*—to direct the Trustee to buy the mortgaged premises in trust for the holders of other mortgage bonds, viz., *second and third mortgages, creditors and stockholders* of the defendant railroad company; and then, as if they were afraid that such a harmless decree had possibly foreclosed somebody (in the 8th paragraph), the decree in substance says, that no one having a judgment or other lien upon the property, or any one claiming *rights* or equities in or to the mortgaged premises by virtue of contracts, &c., shall be affected by the decree.

Why call this a decree of foreclosure? Who is foreclosed? Not the debtors, for the only one who can, under the peculiar form of this decree (see 6th paragraph), buy the premises, viz., the Trustee, is required to buy in trust for the stockholders who are the debtors. It is as if it read, "whereas the bondholders and their Trustee have agreed to do one thing, therefore, the Trustee shall be required to do an entirely different thing; and whereas the bondholders have agreed, under a certain contingency, to associate themselves as the owners of the mortgaged premises, therefore, they shall take into co-partnership with them their former debtors, and *all its creditors*."

VI.—The 9th paragraph of the decree should have required the Master to have reported, *before the sale*, the approximate amount of *costs, fees and expenses*, which the purchaser would be required to pay, otherwise no purchaser could bid intelligently, or know, within a large amount, what sum he would be required to pay. It should, properly speaking, be set out in the decree itself, but if not there found, it should be definitely fixed, so that any proposed purchaser could ascertain the amount by looking at the records of the case in the clerk's office.

VII.—The decree is not responsive to any pleading in the case; no such questions were submitted to the Court as the decree passes upon. No such relief as was given by the Court was either asked for, or intimated as being desired by the complaint.

3 Wall, 764, Minnesota Co. *vs.* Chamberlain.
7 Wheat., 522, Crockett *vs.* Lee.
10 " 181, Carneal *vs.* Banks.

A party cannot have a greater relief than he asks in his petition.

Code of Iowa, Sec. 2,855.
5 Iowa, 503, Havens *vs.* Baldwin.
10 do. 23, Stadler *vs.* Parmlee.

The bill of complaint asks to have the debt established, and in default of the debtor paying it, that its property shall be sold for the purpose of paying the debt.

The decree, as entered, and so far as the record of the questions at issue shows, without any party asking for any such decree, orders a sale, and practically limits the purchaser to one person, the Trustee, and directs him to buy it in trust for almost everybody except the creditor seeking to collect his debt, and to form a company organized upon principles to be hereafter approved by the Circuit Court, (*vide end of 5th paragraph*) compelling the creditor to go into a copartnership for transporting persons and property, with a great many other individuals and interest, willing or unwilling.

Plans of reorganization do not fall within the cognizance of the Court.

50 Vt., p. 593. Vt. Canda R. R. vs. Vt. Central R. R.

VIII.—The appellants have not heretofore, in this brief, quoted m[illegible] authorities; they have assumed that this high

Court were quite familiar with the elementary principles of equity, and with its own administration of these principles.

With the indulgence of the Court they will now quote several authorities not referred to in the books, sustaining, as we think, our views of the decree in this case.

JUDGE DILLON says the decree was not entered upon the independent consideration of the Court of the rights and equities of the various parties, thus disclaiming any judicial paternity for the decree.—See printed record, p. 1,207.

Hon. **JAMES GRANT**, the solicitor for the trustee, and upon whose motion the decree should have been entered, if it was the decree he asked for, and a consent decree, writes to the appellants under date of November 7, 1875: "My judgment is, that the whole decree is a *fraud and a sham* to keep the present managers in power. I told Starr and Latrobe, who are lawyers, that I thought so; but Latrobe said, I have interested friends, and I must stick by them.'"

MR. RICHARD LEWIS ASHURST and **J. H. B. LATROBE**, in writing under date of January 15, 1875, inform the trustee, that, "the power of purchase contained in the mortgage, by which the title is to vest in a new company, etc., and the bondholders are, under certain contingencies, allowed only to claim their proportionate interest in said company, *applies only to a sale made for the benefit of first mortgage bondholders exclusively; under this power the purchase must be for them alone.*"

IX.—The decree, p. 1,198, directed the sale of the premises to be advertised in "*The Financier*," New York. There was no such newspaper. The Master reports that he advertised it in "*The Public*," "published in the city of New York. That the publication of said notice required by said decree in *The Financier*, by order of this (the Circuit Court,) dated Jan. 8th, 1877, was changed to *The Public*, of New York," p. 1 and 2 of No. 570.

This case was removed from the Circuit Court by appeal to this Court, February 21, 1876.

The order changing the decree as to where the sale should be advertised, is found p. 1, No. 570, under date of June 8th, 1877. It was dated on the 8th of January, and entered on the 8th of June, 1877. It was an *ex parte* order without notice to, or by the consent of any party to the suit, and either *ante* dated, or else witheld from the record from January 8th to June 8th.

We claim and ask this Court to so adjudge that it is not competent for the Circuit Court to change the record in any form whatever, no matter how trivial the change, after the term has ended at which the decree was entered, and after the case has been removed from that Court by appeal to this Court.

3d Wheat., 591, Cameron vs. McRoberts.
18 How., 507, McMicken vs. Perrin.
6 How., 31, Bank vs. Moss.

PREFERRED DEBTS.

The appeal in this case brings up all questions which have been decided prejudicial to the appellants.

13 How., 150 ; Buckingham *vs.* McLean.

In this case, so far as the debts preferred to mortgage debts, now unpaid, are disclosed in the record : they amount to about the sum of $224,108.70, with interest to be added from October 21st, 1875.

The history of the principal preferred debt—John S. Newberry, *et al*, $125,736, is as follows :

In June, 1872, under the terms of a written contract with the defendant R. R. Co., the Missouri Car Co. placed upon the railroad fifty box cars at $825 per car, and reserved a vender's lien or title to said cars ; the sale came to $41,250 ; the Car Co. was paid by the R. R. Co., $27,872, and claimed, March 2d, 1875, $13,367 to be still due to them from the Railroad Company (p. 223-4) ; this debt has since been paid in full.

The same parties, by written contract of September 1, 1873, sold to the Railroad Company in the same manner, one hundred coal cars and one hundred box cars, p. 229. On the 21st day of October. 1875, Receiver Pickering made an agreement with the Car Co., (p. 231.) And on the same day a judgment was entered upon said last-named agreement, p. 233,) by which the Receiver was ordered to pay for said two hundred cars the sum of $125,736. The Court determined that said agreement was "made with the consent and approbation of the different parties to these proceedings," (p. 234.) And the said sum of $125,736, with the interest thereon was adjudged to be a claim having precedence and priority over the claims of the plaintiffs (the bondholders) in the suit, and over the various parties represented by said plaintiffs in its capacity and relation as trustee, p. 234.

The record shows no such facts as are recited in the order of 26th Oct., 1875. The only party to the contract, or so far as known, the only person who had knowledge of it, was Pickering, the Receiver.

No counsel or solicitor of the Court was responsible for it or did any counsel employed by complainant know of it. It was entered quietly the day or the night before the entry of the main decree, without attracting attention, and it is not believed by counsel that it was entered in open Court.

The history of the preferred debt to Isaac M. Cate and others, p. 85, is substantially as follows:

The debt was created in favor of Cate, Abbott, Kensett and John S. Gilman, all of whom were directors in the defendant railroad company. Cate was its President. It was created for the purchase of four locomotives at $59,065, in Masachusetts—say $14,700 each—(locomotives of that class are now worth about 7,000 each). The locomotives were leased by the purchasers to the railroad company. Copy of lease is found on p. 88. Rent agreed to be paid was $11,200 per annum equal to about 25 per cent. per annum on their agreed cost; the railroad company were to keep them in good repair, and to be returned in *perfect order and condition.* They were paid $6,000 upon the purchase. The Court found, Oct. 21, 1875, the sum of $44,769.78 to be due Cate, *et al.*, with interest to be added from April 1, 1875, and ordered the same to be paid, p. 89.

The merits of this class of receivers debts has been so recently and fully argued before this Court by Messrs Ashabel Green and H. Crawford, Jr., that we do not feel ourselves to be justified in going over the same argument again; but content ourselves with referring the Court to the briefs submitted by these learned gentlemen, and to the two leading cases upon the subject, viz:

50 Vt. Reports, 500, 569. Vt. & Canada R. R. vs. Vt. & Central R. R.

12 Kentucky Reports, 608. Douglass vs. Cline, dissenting opinion of Coffer, *J.*, p. 632.

And to a summary of a brief prepared by the undersigned in the case of Jordan vs. Stevens, No. 556 of the present term of this Court.

1st.—In the case now submitted, it will be observed that in each case, after the receiver was appointed, he as receiver, asked the Court to authorize the issue of debt complained of by the appellants, if any one asked it, and the orders were made on the request of the receiver without notice to the complainants, or to their *cestui que trusts*.

2d.—The duty of the Circuit Court was to take the custody of the defendants' railroad under its control, and to operate the same. When it went beyond that simple duty, it went beyond its jurisdiction and beyond the law. It was no part of the duty of its officer, the receiver, to go into any speculations, or to set up any hypothesis, such as if the receiver should buy more equipments or lease railroads, he, the Receiver, could make more money for the bondholders.

3d.—For the Circuit Court to listen to the petition of its Receiver in this respect, was irregular, to use a mild term, and in the result practically destructive to the property of the mortgagees. The Court has in this case already paid several hundred thousand dollars of Receivers debts. It has paid the present claimants more than the same property would cost if bought now at the present market prices—it is claimed that it still owes the claimants a sum which would much more than buy the leased equipment new. Instance the John S. Newbery case—it is claimed there is due to Newbery for 100 box cars and 100 gondola cars the sum of $125,736 with interest, say in all $154,000.. Some considerable payments have already been made to them—100 box cars, all new are now worth about $350 each, say $35,000, and 100 gondola cars about $250 each, say $25,000, making the total present value of *new* cars about $70,000.

The parties in interest, and not the officers of the Court should have asked for relief.

A Court of Equity acts in the first instance upon the person and not the property of the litigants therein, hence, before issuing its mandate or letter of authority to contract debts, it should have cited in and heard the parties in interest and first ordered them to perform the duty enjoined, or the Court would impose a penalty and direct its officer, *i. e.*, its Receiver to raise the money required upon the property under the control of the Court.

1 Spence Equity, 389, 391.

4th.--Certain parties furnished to the Debtor Railroad Company certain specific personal property, and, knowing of the mortgage in favor of the appellants, endeavored and did secure themselves by taking or securing a vendor's lien upon the property sold; and to make it plain and unmistakable that they had such a lien, they entered into a written contract confirming the vendor's lien. The contracts entered into are called vendor's liens, but they are really mortgage leases, (see pp.

The parties in interest made their own contract with their debtor, and took such security for its performance as they agreed upon—the appellants were not parties thereto. *Courts Declare the Law and do not make Contracts for the Parties.*

5th.—In this case the Circuit Court has, in substance, said: "You, the sellers, made a bad bargain with your debtor; come into my Court and I will make a better one for you. The appellants think they have got a first mortgage—that may be so on paper—but this Court will disregard it and give you a lien upon the whole 190 miles of railroad prior to the first mortgage of the appellants, in place of your limited mortgage lease upon the property you sold." So, by the stroke of a pen, on the application of an officer of the Court, without notice or argument, a lien is placed upon this property prior to the first mortgage, by the Court simply making a new contract for the parties other than the appellants.

We claim that, if they had a vendor's lien or a lease mortgage—and we admit they had—they should have asked the aid of a Court of Equity to foreclose their liens, and that it was improper to ask the Court to buy them out, and equally improper for the Court to buy out litigants under one contract, and make another contract for them.

6th.—It may be said that the Court has had the use of the property, and therefore, should pay for it. This we might admit, and still deny the right of the Court to buy it. Whatever claims this class of Receivers' debt holders may have, they should bring them into Court in a proper way and get proper and authorized redress.

If it be said that the Receiver was the agent of the appellants, this we deny. But supposing he were such agent; his agency was limited and defined by the terms of the trust deed attached to the complaint, and he could have no possible authority beyond that deed—he could have no authority to transport persons or property beyond the limits of the mortgaged premises, or to change the contracts of the Debtor Railroad Companies so as to give other parties priority in lien over the bondholders.

7th.—The duty of the Court, upon a motion for a Receiver, is merely to protect the property in the meantime, for the benefit of those persons to whom the Court, at the hearing of the case, when it will have before it all the evidence and materials necessary for a determination, shall think it properly belongs.

15 Beav., 42, Blakely *v.* Dufaur.

53 Ala. Repts. 237, Myers *v.* Johnson, see p. 335.

50 Vt. Central R. R., and Vt. & Canada R. R. 500, see page 569 and following.

1 Wood, Circuit Court, 331, see 351 Cowdrey *v.* R. R. Associate Justice Bradley.

12 Kentucky Reps., 608 Douglass *v.* Cline dissenting opinion of Coffer, *J.*, (p. 632.)

THE RIGHT OF REDEMPTION.

XI.—If there is any question in this case about the right of redemption, we desire the Court to establish the law in that respect.

The property is wholly in the State of Iowa. The laws of Iowa provide—Sec. 3,102—"The defendant may redeem real property at any time within one year from the day of sale as herein provided, and will in the mean time be entitled to the possession of the property."

> *Vide* 96 U. S., p. 627. Brine vs. Insurance Co.
>
> The U. S. Circuit Court, 7th Judicial District Mr. Justice Harland presiding, held that a similar law in Illinois did not apply to railroads.
>
> Turner, *et al.*, vs. I. B. & W. Ry. Co., *et al.*, Chicago Tribune Report, Oct. 8th, 1878.

The decree appealed from takes both sides of the question; in the first paragraph of the decree the right of redemption is barred as to the defendant—railroad company—and the 2d and 3d mortgage bondholders, and the judgment creditors. In the seventh paragraph of the decree, one year's time, within which the premises may be redeemed, is given to the 2d and 3d mortgage bondholders, the general creditors and stockholders of defendant company, thus barring the right of redemption to the railroad company itself and to its judgment creditors.

XII.—The decree below should be reversed, and a decree entered by this Court as provided by Sec. 701, of Revised Statutes, U. S., or else remand the case to the Circuit Court, with instructions to enter a decree in accordance with the opinion of this Court.

N. A. COWDREY,

Solicitor for the Appellants.

SUPREME COURT,

OF THE UNITED STATES.

RUSSELL SAGE, *et. al.*, *Appellants.* *vs.* THE CENTRAL RAILROAD OF IOWA. *Appellees.*	*October Term*, 1878. Nos. 175 and 570.

DECREE PROPOSED BY APPELLANTS.

This cause came on to be heard at this term upon the transcript of the record from the Circuit Court of the United States, for the district of Iowa, and the Court having heard all the parties to the cause by their respective counsel of record, it is now ordered, adjudged and decreed by this Court, that the decree of the said Circuit Court from which this appeal is taken, be, and the same is hereby reversed and set aside with costs to the appellants.

And upon the motion of H. B. Turner, Esq., solicitor for the Farmers' Loan and Trust Company, one of the appellees, and upon the consent of N. A. Cowdrey, Esq., solicitor of the appellants, it is ordered, adjudged and decreed :

1st.—That the said Central Railway Company of Iowa, one of the defendants in this case, is indebted to the Farmers' Loan and Trust Company, Trustees, in the sum of $3,700,000 gold coin, principal, with arrears of interest to January 15th, 1879, of $1,554,000 in gold coin, in the aggregate amounting to the sum of $5,254,000 in gold coin, due on the 15th day of January, 1879, the payment of which indebtedness is secured by the mortgage set forth in the bill of complaint, dated July 15th, 1869; that said mortgage is a first and paramount mortgage lien upon the premises described therein, viz: "The entire corporate property of the said Central Railroad Company of Iowa, and all its franchises and privileges, constructed (at the time of making said mortgage) or to be thereafter constructed, then held and acquired, or to be thereafter constructed and acquired, extending from a point in Davis County, on the south line of the State of Iowa, at the intersection of said line by the North Missouri Railroad, to Oskaloosa, in Mahaska County, a distance of about sixty miles along the line formerly owned by said Iowa Central Railroad Company; and thence northerly to Marshalltown, and thence along and including the railroad built by the Iowa River Railway Company to Ackley, in Hardin County; and thence northerly to the north line of the State of Iowa, at such point as shall be hereafter determined, including all the rights and franchises of the said Iowa Central Railroad Company, and of the said Iowa River Railway Company; including also along the entire line all the right of way acquired by purchase or condemnation, road-bed finished and in process of construction, with all material collected for construction or operative purposes, depot grounds, gravel pits, quarries and real-estate, station-houses, water-tanks, repair and machine-shops, turn-tables, coal-houses and sheds, and all things of every name and nature belonging to said Iowa Central Railroad Company, and pertaining to said railroad; also all machinery, locomotives and rolling stock, and all tools and supplies heretofore acquired, or which may hereafter be acquired by said Central Railroad Company of Iowa; also the net income of said Railroad Company."

2d.—That the amount due April 15th, 1879, to the said Farmer's Loan and Trust Company, Trustees of the Second Mortgage described in the complaint, is the sum of $925,000, of gold coin, of principal, and the sum of $388,500, gold coin, of interest, making the aggregate debt due April 15th, 1879, secured by the Second Mortgage, the sum of $1,313,500 gold coin; that the payment of said indebtedness is secured by a Second Mortgage upon the premises above described, dated April 15th, 1871.

3d—That the amount due May 15th, 1879, to the said Farmer's Loan and Trust Company, Trustee of the Third Mortgage described in the complaint is the sum of $420,000 gold, of principal, and $241,487 gold, interest, making in the aggregate the sum of $772,227, gold; that payment of said indebtedness is secured by a Third Mortgage upon the premises above described, dated May 15th, 1872.

4th.—That the amount due by the Receiver appointed by said Circuit Court for the operating expenses of the Railroad at this time, shall be reported by the Master and filed in the office of the Clerk of the Circuit Court at Des Moines, before the day of sale, and the amount so found shall be publicly announced by the Master at and just previous to the sale, which amount will be changed, and may be fully paid before the sale herein ordered, by the application of the net earnings of the Railroad to the payment of said operating expenses.

5th.—That there is or was due from the Railroad Company, the amount of certain judgments for injuries to persons and property, particularly described in the Special Master's Report, the sum of $13,962.33, which are a lien upon said mortgaged premises, prior to all mortgages, but from some of which appeals have been taken, and they are liable to be reduced by reversing the judgments appealed from, and by payment of such of the judgments as are valid from the net earnings of the Railroad while in the hands of the Receiver.

6th.—Wherefore, it is now ordered, adjudged and decreed, that unless the defendant, the Central Railroad Company of Iowa, or some one or more of the other defendants in this cause, shall pay to the complainant, within sixty days from the date of the entry of this decree, the sum of $5,254,000, in gold coin, with interest thereon from January 15th, 1879, at the rate of 7 per cent. per annum, as and for the mortgage debt above described, and also the cost and expenses of this suit to be taxed, then and thereupon the defendants, each and every of them, shall be absolutely barred, foreclosed and precluded from all right, claim, or equity of redemption in or to any part or the whole of the above described premises.

7th.—That in default of the payment last above-named it is further ordered, adjudged and decreed, that the mortgaged premises hereinbefore described be sold at public auction at the county court house at the city of Marshalltown, Iowa, by Lewis M. Fisher, who is hereby appointed a Special Master of this Court for that purpose. That the compensation of such Special Master be and is hereby fixed at the sum of $500, exclusive of his necessary cash disbursements for advertising and sale. The Special Master is hereby directed to give notice of such time and place of sale by advertising the same in the Des Moines, *State Register*, published at the city of Des Moines, and one newspaper published in Marshalltown, Iowa, for four successive weeks, commencing from the expiration of thirty days from the time of the entry of this decree.

That the mortgaged premises be sold as an entirety, and that any party to this suit may bid for and purchase the same. That the Master may adjourn and postpone said sale from time to time, at the written request of the plaintiff or of its solicitor or counsel, but he shall give reasonable notice of the time of sale.

8th.—It is ordered, adjudged and decreed, that the purchaser of the mortgaged premises, at said sale, shall take the same subject to the unpaid claims, if any there be, of the Receiver and of his employees, or others, for labor or supplies used in the operation of the Railroad from the time of the entry of this decree to the time when said sale shall be confirmed by said Circuit Court; but the same shall not exceed in amount the sum of $50,000. All current earnings of the Railroad within that time shall be applied to the liquidation of said claims, and the surplus, if any, and any money in the hands of the Receiver, after paying current operating expenses and previous orders of this Court, shall be applied by the Receiver to the payment of the judgments or other liens against the Company which are a lien upon the property of the Railroad Company prior to the mortgages upon the premises. If any surplus remains after paying said liens, then the same shall be paid as directed by the Circuit Court of the United States for the Circuit of Iowa.

9th.—Any purchaser of the mortgaged premises may pay for the same as follows:

They shall pay into Court, in lawful money, the amount of money demands against the fund arising from the purchase of said mortgaged premises, necessary to defray the money demands against said fund, as hereinafter stated; and the remainder of the purchase money may be paid in the bonds or over due coupons issued under and secured by the First Mortgage above mentioned as being made July 15th, 1869, in such proportion to the par value of said bonds and over due coupons as the amount of such remainder of said bid bears to the amount of said debt above found to be, January 15th, 1879, $5,254,000 with the thereafter accruing interest.

10th.—It is further ordered, adjudged and decreed, that out of the cash payment to be made by the successful bidder or bidders at said sale, unless the same shall have been previously paid by or under orders of said Circuit Court, there shall be paid the following sums, the cost of this suit.

(*a*) The fees of the Special Master, for services heretofore rendered, the sum of $1,000; for services in executing this decree, the sum of $500.

(*b*) To the Farmers' Loan and Trust Company, plaintiff, for their services in this suit and for counsel and solicitors employed by them, the amount reported by the Master, viz., $18,000.

(*c*) The other proper costs of this suit to which the plaintiffs are entitled, to be taxed by the Clerk of the Circuit Court.

(*d*) All sums found to be properly due by the Receiver, or any other person acting under the authority of the Circuit Court, or by its orders, upon the persons entitled thereto presenting their claims to the Circuit Court, and obtaining an order, determining the proper amount thereof, subject to an appeal by any party interested therein.

(*e*) That the remainder of the proceeds of sale shall be distributed among the several holders of the mortgage bonds and valid coupons issued under the First Mortgage, made July 15th, 1869, and as further provided in the 13th paragraph of this decree.

11th.—It is further ordered, adjudged and decreed, that the Special Master making the sale, pursuant to this order, may require the purchaser to pay, at the time of sale, in money, the sum of $30,000, which may be paid by a certificate of deposit in the Farmers' Loan and Trust Company, of the City of New York, or in any National Bank, which is a Register of any Circuit or District Court of the United States; the certificate of deposit shall be payable to the order of the Special Master in this case, and the balance of the purchase money, both cash and bonds, shall be payable at the time the sale is confirmed by said Circuit Court.

12ht.—It is further ordered, adjudged and decreed, that the Special Master do make, execute, and deliver a proper and suitable deed or instrument of conveyance of said mortgaged premises to the highest bidder at said sale, and that he report to said Circuit Court, if in session, forthwith; if not in session, then to the next term thereof, when said Court will either approve and confirm said sale, or disapprove it, and order another sale of the mortgaged premises; and upon said sale being confirmed, the Receiver will be ordered to let the purchaser into possession of the premises sold.

13th.—It is further ordered, adjudged and decreed, that if there be any surplus of the proceeds of said sale, after satisfying the cost, allowances and charges as above set forth, and after paying the judgments which are prior liens upon the premises, and the amount due upon the first mortgage —viz., $5,254,000, with interest from January 15th, 1879, at 7 per cent. per annum; then and thereupon said surplus shall be applied to the satisfying of the said second mortgage indebtedness—viz., $1,313,000, after satisfying which, the balance, if any, shall be applied to the satisfying of said third mortgage indebtedness—viz., $772,227. If any balance remains after paying the above-named expenses, judgments and mortgages, the same shall be paid into said Circuit Court to abide the further order of said Court.

14th.—Any party to this suit may apply to said Circuit Court, at the foot of this decree, for further relief.

15th.—That cost be taxed by the clerk of this Court in favor of the appellants, which cost shall be a charge against the trust fund, and be paid out of the net earnings of the mortgaged premises, if any such there be, otherwise out of the proceeds of sale of said mortgaged premises.

ATTACHED TO APPELLANT'S BRIEF IN No. 175, OCT. TERM, 1878

DECREE APPEALED FROM, MADE OCT 22d, 1875.

IN THE U. S. CIRCUIT COURT,

FOR THE DISTRICT OF IOWA, OCTOBER TERM, 1875.

THE FARMERS' LOAN AND TRUST COMPANY, Trustee, *vs.* THE CENTRAL RAILROAD COMPANY OF IOWA.	*No.* 501.—*Equity.*

This cause coming on to be heard upon the pleadings, the proofs taken, and the report of the Master, Lewis M. Fisher, heretofore filed in said cause, and the several parties in interest appearing by counsel, the cause was submitted and taken under advisement by the Court, and now said Court finds, orders and decrees:

First.—That the first mortgage in the bill set forth was duly executed and delivered to complainant, as Trustee for the owners of the bonds therein described, on the 15th day of July, 1869, for the purpose of securing the payment, principal and interest, of the certain bonds of said Central Railroad Company of Iowa, amounting in the aggregate to the total sum of 3,700,000.

That default in payment of the interest accruing on said bonds has been made, there being now past due the sum of $623,334.99, up to October 15th, 1875, which amount thus due, together with the principal sum of $3,700,000, forms the first and paramount mortgage now upon the property in the bill described. That default has been made in the performance of the conditions of said mortgage, though the non-payment of said interest as aforesaid, entitling complainants to a decree of foreclosure, and the Court finds there is due on said mortgage for principal, and interest, the sum of $4,623,334.99, in gold, on the 15th of October, 1875, which now it is ordered that defendant, the Central Railroad Company of Iowa, shall pay in ten days from this date, with seven per cent. interest, in gold, from the 15th of October, 1875; and if said defendant shall not pay the same, then the mortgagees of the second and third mortgage and said judgment creditors, or any of them in the order of their respective liens, shall pay the same, and upon such payment, with costs, the said plaintiffs shall satisfy and discharge said mortgage debt, interest and costs, and in default of said payment of any of said parties, their equity of redemption in said premises is forever barred and foreclosed·

Second.—That the second mortgage in the bill described was duly executed and delivered to complainant, as Trustee for the owners of the bonds therein described, on the 15th day April, 1871, for the purpose of securing the payment, principal and interest, of the certain bonds of respondent, in said mortgage described, amounting in the aggregate to the total sum of $925,000; that there is now justly owing to the holders of said bonds the sum of $1,136,246.86, including principal and unpaid interest up to October 15th, 1875.

That the said Second Mortgage, and the bonds secured thereby, are a lien upon the property of respondent in said bill described, dating from the said 15th day of April, 1871, being next in priority to the lien of said First Mortgage herein before described. That said respondent has made default in payment of the interest coming due upon said several bonds secured by said mortgage.

Third.—That the Third Mortgage in the bill described was executed, and delivered by respondent to the complainant as

Trustee, on the 15th day of May, 1872, for the purpose of securing payment of certain Bonds in said mortgage described

That there is now outstanding $420,000 of the Bonds secured by said Third Mortgage.

Fourth.—The Court further finds, that with the view to prevent a sacrifice of the mortgaged property by a forced sale, in case of default, it was expressly agreed and stipulated in said First Mortgage or Trust Deed, that in case of any judicial foreclosure sale of the mortgaged property, under decree of Court upon request of a majority of the bondholders the said Trustee should purchase the premises in the mortgage described for the use and benefit of the bondholders, and that upon such purchase, the title of said property should vest in said Trustee, and that no bondholder should have any claim to the premises or to the proceeds thereof except for his *pro rata* share of the proceeds of said purchased premises, as represented in a new company or corporation, to be formed and organized upon such terms, conditions and limitations, and in such manner as the holders of a majority of said outstanding First Mortgage Bonds secured by said mortgage should in writing request or direct.

That for the purpose of carrying out these promises in said mortgage contained, and in view of the fact found by the Master and confirmed by the Court, that the mortgage property will not sell in cash for near enough to pay the amount due, thereon; and that the several parties in interest, including the First, Second and Third Mortgage bondholders, general creditors and stockholders in said Central Railroad Company of Iowa, have united in asking the Court to so order the foreclosure and sale of said mortgaged property as to preserve the priority of the First Mortgage bondholders, and at the same time permit the holders of the other subsequent liens and interests to participate in the benefit of such sale and foreclosure; it is therefore further ordered and decreed: That Lewis M. Fisher be, and is hereby appointed a Master, for the purpose of making and conducting the sale under the decree of said mortgaged property, the same to be sold under the provisions of said First Mortgage in the bill described.

The said sale to be made forthwith, in default to pay as herein decreed, at the front door of the County Court house, in the city of Marshalltown, Iowa, four weeks' notice of the time and place of said sale to be given by said Master, by publishing notice thereof in The Financier, New York, and in Des Moines Register, and one newspaper published in Marshalltown, Iowa. That such property be sold to the highest and best bidder; and that the Master make full report of his proceedings to this Court, for its consideration and approval. The said sale so made by said Master not to be deemed to be final untill approved by this Court.

Fifth.—That the said Farmers' Loan and Trust Company, complainant herein, for the purpose of carrying out the agreement of the parties to said mortgage, is hereby authorized and directed to bid at the sale of said mortgaged property as Trustee for the first mortgage bondholders bidding thereat, at least the amount of principal and interest of said First Mortgage Bonds.

That if said Trustee, as aforesaid, shall become the purchaser of said property at such sale, the title shall pass absolutely to said Trustee, subject, however, to the trusts herein indicated on behalf of the several parties in interest, being the First, Second and Third Mortgage bondholders, creditors and stockholders of the Central Railroad Company of Iowa; and said property shall be conveyed by said Trustee to a corporation organized, or to be organized, for the purpose of acquiring said property, under the provisions of said First Mortgage, and of this decree, and to be approved by a majority of said First Mortgage bondholders, in which said corporation, the controlling interest and power of management shall be given to the First Mortgage bondholders in such a manner as the majority of such First Mortgage bondholders shall indicate and provide, and in which the Second Mortgage bondholders shall receive a second class of stock for the full amount, principal and interest, of said Second Mortgage bonds; and in which corporation the Third Mortgage bondholders and general creditors shall receive common stock at par for the respective amounts due them; and in which the stockholders of the defendant shall receive common stock at the rate of one dollar in the new corporation for every three dollars of stock held by them in the defendant corporation.

It is further ordered that said Trustee shall make full report of its proceedings under this decree to this Court, and shall submit the conveyance to be made to the new corporation herein provided for, together with the articles of incorporation of said company, to this Court, for approval and confirmation.

Sixth.—That if any party, other than the complainant, should become the purchaser of said property at such sale, such purchaser shall deposit with the Master, so soon as said property is struck off to him, the sum of $100,000 in gold as earnest money. And if such purchaser shall fail so to do, such failure shall be deemed a withdrawal of his bid, and said Master shall forthwith again offer said property for sale under the provisions of this decree.

That, as it is impossible to properly separate said property into parcels, the Master is directed to sell the said mortgaged property and everything covered by the mortgage together as an entirety.

Seventh.—That the owners of said Second and Third Mortgage Bonds, the general creditors and stockholders of respondent shall have the righr to redeem said mortgaged property at any time within one year from the date of said sale, but if said property is not redeemed with in said year from the date of said sale, then the right of redemption of said parties and all of them shall be forever barred and foreclosed. Said redemption herein last named, shall be the amount of principal and interest herein named with ten per cent. interest in gold.

Eighth.—That the right of the several parties to this suit claiming liens by judgment or otherwise upon the property of defendants, and of the several parties claiming rights or equities in and to said property, or any property in the use of said railroad company, or any part thereof, by virtue of contracts, or cases whereby material, labor, or property has been furnished for, or placed upon, said defendant's road, shall not be affected by this decree, the same being taken subject to the right and equities of said parties as the same may be established and declared hereafter by this Court.

Ninth.—That John N. Rogers be and is hereby appointed Special Master to ascertain and report to this Court the proper and total amount of costs, fees and expenses attending these foreclosure proceedings, which said costs, fees, and expenses shall be paid out of any funds in the hands of the Receiver not otherwise appropriated, and any balance left unpaid shall be a lien upon said mortgaged property in the hands of the Trustee, and payment thereof shall be required of said Trustee before delivering over said property to any company organized to receive and hold the same under the provisions of the Trust Deed, and of this decree.

(Signed) JOHN F. DILLON,

Judge.

Endorsed: Filed October 22, 1875.

GEORGE H. CORKHILL,

Clerk.

Return

SUPREME COURT OF THE UNITED STATES.

NO. 175.

(Submitted with No. 570.)

RUSSELL SAGE, JAMES BUELL, AND N. A. COWDREY,
Intervenors, APPELLANTS,

vs.

THE CENTRAL RAILROAD COMPANY OF IOWA ET AL., APPELLEES, AND

JOHN S. NEWBERRY ET AL., Interpleaders, APPELLEES

Appeal from the Circuit Court of the United States for the District of Iowa.

Extracts from the Printed Record of all thereof relating to the claim of

JOHN S. NEWBERRY, ET AL., TRUSTEES, APPELLEES,

AND

ARGUMENT FOR SAID APPELLEES.

By C. C. COLE.

SUPREME COURT OF THE UNITED STATES.

NO. 175.

(Submitted with No. 570.)

RUSSELL SAGE, JAMES BUELL, AND N. A. COWDREY,
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vs.

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BY C. C. COLE.

INDEX.

PAGE.
Petition of Interplea by Newberry et al.. 1
Filing of Petition of Interplea.. 3
Stipulation for Answer to Interplea 4
Contract between Receiver and Newberry et al.. 4
Decree.. 6
Order permitting Sage et al. to become parties 8
Argument 9

United States Circuit Court, District of Iowa.

RUSSELL SAGE ET AL., Appellants,
vs.
THE CENTRAL RAILROAD OF IOWA ET AL., AND JOHN S. NEWBERRY ET AL., TRUSTEES, ETC., Appellees.

Extracts from record in main case, so far as applicable to claim of John S. Newberry et al., appellees, followed by argument for said appellees:

(Printed Record, pages 229–234.)

On the 9th day of March, 1875, John S. Newberry *et al.*, by their attorneys, filed in said clerk's office their petition and interplea in said cause, which said petition is in the words and figures following, to-wit:

Petition and interplea of John S. Newberry and others, Trustees.

United States Circuit Court, District of Iowa.

THE FARMERS' LOAN AND TRUST COMPANY, TRUSTEES, Plaintiffs,
vs.
THE CENTRAL RAILROAD OF IOWA Defendants.
In Chancery.

John S. Newberry and James McMillan, of Detroit, in the State of Michigan, Warren Currier, William McMillan, and James Thompson, of St. Louis, in the State of Missouri, on leave of court and by copy of petition and interplea, show to the court that they are trustees, for and in behalf of the shareholders in an association known as the St. Louis and Northern Car Company, located in said St. Louis, and that as such trustees they are the legal owners and holders of the two hundred cars hereinafter mentioned, and the rents thereof accrued and to accrue.

The petitioners further represent that heretofore, to-wit: on the first day of September, 1873, at Boston, in the State of Massachusetts, that said railroad company, by its chief officer, Issac M. Cate, the President thereof, by its agreement in writing duly executed by said officer, contracted with the Missouri Car and Foundry Company, of said St. Louis, for the temporary hiring and ultimate purchase from said last mentioned company, of one hundred coal cars and one hundred box-cars, to be used and employed by said railroad company in the transaction of its carrying business: that is to say, said Missouri Car and Foundry Company, in and by said writing on its part agreed to furnish and deliver to said railroad company, in St. Louis, said two hundred cars by the 15th day of October, 1873, on the terms and conditions in said contract specified, to-wit: that said railroad company should accept and receive said cars at the point of delivery as the same should be tendered, and take, use, and employ the same in its said business for the term of five years next following such delivery, and for the use thereof, as a monthly rental, to pay said Missouri Car and Foundry Company, each successive month during said term, for said coal cars, the sum of fifteen dollars per car per month; and for said box-cars the sum of twenty dollars per month per car, making a monthly rental in the aggregate of thirty-five hundred dollars; such monthly payments to be made to said Missouri Car and Foundry Company, or its assigns, on the twentieth day of each successive month following that in which the rent was earned.

And the petitioners further show that it was further provided in said contract that said railroad company, at the end of said term of five years, should become the purchasers of said cars upon a valuation to be made as provided in said contract, said Missouri Car and Foundry Company agreeing to sell, and said railroad company agreeing to purchase, said two hundred cars at the time and in the manner aforesaid, and at the price that should be fixed by the appraisers provided for in said contract; and that until such price should be fully paid, together with all rent in arrear, said cars should remain the property of the vendors, no title passing to the vendee until such payments should be fully made.

And the petitioners further show to the court that it was provided in and by said contract, that in case of default in the payment of said rent, or any part thereof, when due, or said purchase money by said railroad company, that said Missouri Car and Foundry Company and its assigns, at its and their discretion, might seize said cars wherever the same might be found, with or without legal process, and resume possession of the same, and sell and dispose of said cars in the manner pointed out in said contract, and apply the proceeds of such sales as said contract requires: first, to meet expenses; second, to satisfy said rent and purchase money, and the balance, if any, to said railroad company.

And it is further shown to the court that said two hundred cars were duly furnished to said railroad company in the time and manner provided in said contract, to-wit: in the month of October, 1873, and that the same were duly accepted and received by said railroad company, and have ever since been in the possession and use of said company, and that said cars are now in its possession and use of D. N. Pickering, the receiver thereof, duly appointed by this court, and further, that the rent of said cars was paid for the months of October and December, 1873, and for the months of January, July, August, September, October and November, 1874; and that said rent is in arrear and unpaid for the month of November, 1873, and for the months of February, March, April, May, June and December, 1874, and for the months of January and February, 1875, in all nine months, and making in the aggregate the sum of thirty-one thousand five hundred dollars of rent in arrear and unpaid on the first day of March, 1875, together with the accrued interest;

and that of this sum ten thousand five hundred dollars accrued while said cars were in the service and use of said receiver, to-wit: the rent for the months of December, January and February last, said cars being so used and employed by said receiver under the order and direction of this court.

And the petitioners further show that said Missouri Car and Foundry company, for a valuable consideration, on the tenth day of October, 1873, sold, assigned and transferred said cars, together with said contract and all the vendors' rights therein and thereunder, to the petitioners, so that the legal title and ownership thereof then passed to and vested in them, whereof said railroad company had notice, and the petitioners aver that the whole of the aforesaid rent now in arrear, to-wit: said sum of thirty-one thousand five hundred dollars, is now due and owing to them, and further that said contract was duly recorded in the recorder's office of the county of Marshall, in the State of Iowa, at Marshalltown, the locality of the principal office, and place of business of said railroad company.

Wherefore, the petitioners pray this honorable court to make an order touching the premises, directing said D. N. Pickering, receiver as aforesaid, from the proceeds and income of said railroad, to pay to the petitioners the aforesaid rent now in arrear, and especially the ten thousand five hundred dollars that has accrued while said cars were in his possession and use as such receiver in operating said railroad and protecting the interests thereof, and further directing the said receiver to pay the rent of said cars as the same shall accrue from month to month hereafter, until the further order of this court.

And the petitioners ask for such other and further relief as shall be considered by the court appropriate to the facts herein alleged.

WARREN CURRIER,
Attorney for Petitioners.

Eastern District of Missouri, ss:

William McMillan, trustee of the St. Louis and Northern Car Company. At office in St. Louis, Missouri, personally appeared William McMillan trustee of the St. Louis and Northern Car Company, who, being duly sworn, deposes and says that he has full knowledge of the facts alleged in the foregoing document, and that they are true as stated.

(Signed) T. D. TOWNSEND,
U. S. Comm'r, E. Dist. of Missouri.
ST. LOUIS, MO., FEB. 27th, 1875.

(Endorsed:) The Farmers' Loan and Trust Company *vs.* The Central Railroad Company of Iowa. Petition and interplea by John S. Newberry *et al.*, filed with me March 2, 1875.

JOHN F. DILLON.

Filed Mar. 9, 1875.

GEORGE B. CORKHILL, *Clerk.*

On the same day to-wit: March 9, 1875, John S. Newberry *et al.*, by their attorneys, filed in said clerk's office an agreement in said cause, which said agreement is in the words and figures following, to-wit:

United States Circuit Court.

THE FARMERS' LOAN AND TRUST COMPANY, *vs.* THE CENTRAL RAILROAD OF IOWA, JOHN S. NEWBERRY, and others, trustees, interpleaders. } In Chancery.

AT CHAMBERS, March 21, 1875.

It is agreed between the plaintiff and the interpleaders herein, that the plaintiff shall answer the interplea in ——— days, and that the issues thus joined shall be in order for trial at this next May term of the court.

(Signed) WARREN CURRIER,
Att'y for Interpleaders.

PLATT SMITH,
for the Bondholders.

(Endorsed:) In Circuit Court U. S., Dist. of Iowa. The F. L. and T. Co. *vs.* I. C. R. R. Co. Agreement of Warren Currier and Platt Smith. Filed March 9, 1875.

GEORGE B. CORKHILL, *Clerk.*

On the 12th day of October, 1875, there was filed in said clerk's office a contract, a true copy of which is as follows, to-wit:

This agreement, made and entered into this 12th day of October, 1875, by and between D. N. Pickering, the receiver of the property and assets of the Central Railroad Company of Iowa, of the first part, and John S. Newberry and James McMillan, of Detroit, Michigan, Warren Currier, William McMillan and James Thompson, of Saint Louis, Missouri, trustees of an association known as the St. Louis and Northern Car Company, parties of the second part, witnesseth:

That said first party, in consideration of the agreement of the second party, and in modification and enlargement of the contract between said railroad company and said second parties, of September 1, 1873, for the rental and ultimate purchase of two hundred cars, as set out in the interplea of said second parties, now on file in the office of the clerk of the Circuit Court of the United States for the district of Iowa, in a cause now pending in said court, wherein the Farmers' Loan and Trust Company is plaintiff, and said railroad company is defendant, and the said second parties are interpleaders, has agreed to pay to said second parties, at the city of Saint Louis, in the State of Missouri, the sum of one hundred and twenty-five thousand seven hundred and thirty-six dollars, in the time and manner stated below, to-wit: twenty-four thousand dollars in twelve equal consecutive monthly payments of two thousand dollars each, commencing on the first day of December next, and the balance of said sums to-wit: one hundred and one thousand seven hundred and thirty-six dollars, in thirty-six equal consecutive monthly payments, commencing on the first day of December, 1876.

In addition to these payments said first party agrees to pay the interest on said principal sum, and the successive balances thereof, semi-annually, to-wit: on the first day of May and the first day of November of each year, the same to be computed and paid at the rate of seven per cent per annum from and after said first day of November next.

On the payment in full of said principal sum, and the interest thereon as aforesaid, the title to said cars, it is agreed, shall vest in said railroad company or its successors, and not before or otherwise.

And the second parties, in consideration of the agreement of the first party as stated above, agree to accept said several payments in lieu of the rents and other payments called for by said contract between said second parties and said railroad company, and to permit said cars to remain upon said railroad and in the service of said railroad company, and its successors and assigns, without charge or rent therefor, so long as said payments shall be faithfully and promptly made.

And it is further agreed that this contract shall, with the permission of the court, be placed on file in the office of the clerk of said Circuit Court, in connection with said interplea, as constituting a part of the records and proceedings therein, and as forming in part a foundation for an order or decree of the court in respect to said cars; and it is expressly understood and agreed between the parties that this contract shall not be binding on either, or have any force or validity whatever against either, until the same is approved by the court aforesaid, or the judge thereof. Executed the date aforesaid.

(Signed) D. N. PICKERING,
Receiver of Central R. R. of Iowa.

(Signed) JOHN S. NEWBERRY,
(Signed) JAMES McMILLAN,
(Signed) WILLIAM McMILLAN,
(Signed) JAMES THOMPSON,
Trustees.

By their agent and attorney,

WARREN CURRIER.

(Signed) WARREN CURRIER,
Trustee.

(Endorsed:) D. N. Pickering, receiver, with John S. Newberry. Contract, Oct., 1875. Contract filed Oct. 12, 1875.

GEO. B. CORKHILL, *Clerk.*

On the 21st day of October, 1875, the same being the October term of said court, there appears in the records of the proceedings thereof in said cause, the following entry, to-wit:

United States Circuit Court, District of Iowa. October Term, 1875.

THURSDAY, October 21st, 1875.

THE FARMERS' LOAN AND TRUST COMPANY,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, JOHN S. NEWBERRY, and others, interpleaders.
No. 501. Equity.

And now, at this day, to wit: October 21st, 1875, the parties aforesaid appeared by their respective attorneys of record, and consent that the interplea of John S. Newberry and others, duly filed herein, be taken as confessed; and it is so ordered and adjudged.

And it appearing to the court that the two hundred cars mentioned in the interplea have been required for the successful operation of the railroad of said railroad company, and that they are still so required, and that the same have been continuously in the service and employment of the receiver of the property and assets of said railroad company for the last eleven months, without any compensation having been made to said interpleaders therefor;

And whereas D. N. Pickering, the receiver aforesaid, in compromise and adjustment of the claim of said interpleaders for such service, and for the value of said cars, has entered into a contract with said interpleaders in words and figures following, to-wit:

This agreement, made and entered into this 12th day of October, 1875, by and between D. N. Pickering, the receiver of the property and assets of the Central Railroad Company of Iowa, of the first part, and John S. Newberry and James McMillan, of Detroit, Michigan, Warren Currier, William McMillan and James Thompson, of St. Louis, Missouri, trustees of an association known as the St. Louis and Northern Car Company, parties of the second part, witnesseth:

That said first party, in consideration of the agreement of the second party, and in modification and enlargement of the contract between said railroad company and said second parties of September, A. D. 1873, for the rental and ultimate purchase of two hundred cars, as set out in the interplea of second parties, now on file in the office of the clerk of the circuit court of the United States for the District of Iowa, in a cause now pending in said court, wherein the Farmers' Loan and Trust Company is plaintiff, and said railroad company is defendant, and the said second parties are interpleaders, has agreed to pay to said second parties, at the city of St. Louis, in the State of Missouri, the sum of one hundred and twenty-five thousand seven hundred and thirty-six dollars, in the time and manner stated below, to-wit: twenty-four thousand dollars in twelve equal consecutive monthly payments of two thousand dollars each, commencing on the first day of December next; also, the balance of said sum, to-wit: one hundred and one thousand seven hundred and twenty-six dollars in thirty-six equal consecutive monthly payments, commencing on the first day of December, 1876; in addition to these payments said first party agrees to pay the interest on said principal sum and the successive balances thereof semi annually, to-wit: on the first day of May and the first day of November of each year, the sums to be computed and paid at the rate of seven per cent per annum from the first day of November next. On the payment in full of said principal sum and the interest thereon as aforesaid, the title to said cars it is agreed shall vest in said railroad company or its successors, and not before that or otherwise. And the second party, in consideration of the agreement of the first party, as stated above, agrees to accept said several payments in lieu of the rents and other payments called for by said contract between said second parties and said railroad company, and to permit said cars to remain upon said railroad and in the service of said railroad company and its successors and assigns, without charge for rent therefor, so long as said payments shall be faithfully and promptly made.

And it is further agreed that this contract shall, with permission of the court, be placed on file in the office of the clerk of said court in connection with said interplea, as constituting a part of the records and proceedings therein, and as forming in part a foundation for an order or decree of the court in respect to said cars; and it is expressly understood and agreed between the parties that this contract shall not be binding on either, or have any force or validity whatever against either, until the same is approved by the court aforesaid, or the judge thereof.

Executed the date aforesaid.

D. N. PICKERING,
Receiver Central Railroad of Iowa.

JOHN S. NEWBERRY,
JAMES McMILLAN,
WILLIAM McMILLAN,
JAMES THOMPSON,
Trustees.

By their agent and attorney,

WARREN CURRIER.

WARREN CURRIER,
Trustee.

And whereas, it appears that said contract is reasonable and just, and promotive of the interest of said railroad company and of its creditors, and that the same was made with the consent and approbation of the different parties to these proceedings:

Now, therefore, it is considered, ordered and adjudged by the court that said contract as above recited, be approved, and the same is approved, ratified and confirmed accordingly.

And it is further considered, ordered, and adjudged by the court that said sum of one hundred and twenty-five thousand seven hundred and thirty-six dollars, specified in said contract, with the interest thereon, be paid to said interpleaders out of the assets, property, and income of said railroad company, in the time and manner provided in said contract, as a legal and valid claim against the same, created by the proper and legal act of said receiver in the due administration of his office, under the order and direction of the court. And it is ordered and adjudged that said sum be paid to said interpleaders, in the time and manner aforesaid, as a claim having precedence and priority over the claims of the plaintiff in the suit above entitled, and of the claims of the various parties represented by said plaintiffs in its capacity and relation as trustee.

JOHN F. DILLON, *Judge.*

(Printed Record, pages 1205–6.)

On the 14th day of January, 1876, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to-wit:

United States Circuit Court, District of Iowa, October term, 1875,

Friday, January 14, 1876.

THE FARMERS' LOAN AND TRUST COMPANY, *Trustee,*
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA and HUGH THORNTON, THE LE GRAND QUARRY COMPANY, LUSH CARTON & COMPANY, M. M. ST. JOHN, W. H. MOORE, H. J. BOARDMAN, C. M. STEWART, OLE OLESON, I. M. CATE, J. S. GILMAN, HORACE ABBOTT, DELANO SMITH, EDWIN WILLIGROD, JOHN TURNER, G. W. MAYBURY.
} No. 501. EQUITY.

And now, on this day, to-wit: January 14th, 1876 (it still being of the October term, 1875), this cause came on for hearing upon the motion of Russell Sage, James Buell and N. A. Cowdrey, filed herein January 13, 1876, to set aside the decree of this court herein rendered October 22, 1875, which motion, after hearing counsel for and against the same, was by the court denied; to which order the said Sage, Buell and Cowdrey then and there excepted.

And on the same day, to-wit: January 14, 1876 (it still being of the October term, 1875), this cause came on for hearing upon the petition of said Russell Sage, James Buell and N. A. Cowdrey, filed herein January 11, 1876, stating that they were owners of first mortgage bonds to over $200,000 at their face value, exclusive of interest, and praying to intervene in this suit and become parties thereto. * * * * *

Upon consideration of the premises, it is now by the court ordered that Sage, Buell and Cowdrey be, and they are, hereby permitted to become so far parties to the suit as to prosecute, if they so elect, for the protection of their said several interests therein, and in their own names, an appeal to the Supreme Court from the decree entered herein on the 22d day of October, 1875; and if said Sage, Buell and Cowdrey desire said appeal to operate as a supersedeas, the bond for that purpose is fixed at the sum of $1,000,000, to be given in 30 days from this date; and if so given, said appeal shall be regarded as taken and perfected on the 16th day of December, 1875, the said parties having then applied as aforesaid for said appeal, and having delayed the same until this time, by order of the judge at chambers, as above shown; but if said appeal is not to operate as a supersedeas, the bond is fixed at the sum of $2,000.

ARGUMENT.

We have, *supra*, copied so much, and all, of the record of the main case—The Farmers' Loan and Trust Company v. The Central Railroad Company of Iowa *et al.*—as in any manner relates to, or bears upon, the rights of John S. Newberry *et al.*, trustees' intervenors, it being all the record therein.

The facts shown thereby, as we understand them, are, in brief, as follows: On September 1, 1873, and prior to any of this litigation, The Central Railroad Company of Iowa made a contract with the Missouri Car and Foundry Company for the rental and ultimate purchase of two hundred cars. This contract was assigned to John S. Newberry *et al.*, trustees. The rental was paid regularly, according to the contract, for a time, but afterward became delinquent in part. Suit to foreclose certain mortgages made by the Central Railroad Company was commenced in June, 1874, and afterward, on October 16, 1874, a provisional or temporary receiver was appointed therein, and the same person was, on January 7, 1875, made permanent receiver. The two hundred cars above mentioned, being necessary for the successful operation of the railroad, the receiver made a contract, subject to the approval of the court, with John S. Newberry and others, trustees, etc., for their retention, use and purchase. The court approved the contract, and afterward, and on October 21, 1875, rendered a decree, or order for the payment of the amount specified by said contract out of the funds in the hands of the receiver, and made the same a lien paramount to the mortgages. The further special facts will be stated in connection with each point discussed.

I.

The decree was by consent, and hence not reviewable on appeal.

It will be observed that the parties "consent that the interplea of

John S. Newberry and others, duly filed herein, be taken as confessed; and it is so ordered and adjudged." And, also, that the contract "was made with the consent and approbation of the different parties to these proceedings." An examination of the entire judgment entry or decree show that it was by consent. *Consensus tollit errorem* is a maxim of the common law, and the dictate of common sense. Broom's Legal Maxims, 138.

Chamberlin v. People, 93 Mass. (11 Allen), 370.

Wadhouns v. Gay, 14 Am. L. Reg. (1875), 419.

The error in the decree, if any, being "waived," "tolled," or "removed" by the consent, cannot now be made available for the purpose of reversing the decree.

That a decree or judgment by consent is binding and conclusive, unless procured by fraud, see

French et al. v. Shortwelt, 5 Johns. Ch., 555.

Morrell v. Lawrence, 12 Johns., 521.

Winchester v. Winchester, 121 Mass., 127.

II.

There has been no appeal from the decree in favor of John S. Newberry and others, trustees.

The appeal in the main case is taken by Russell Sage, James Buell and N. A. Cowdrey. They were not parties to the original bill, nor were they ever made parties to the proceeding in such way or sense as to constitute them *parties to the action*. The decree in the main case was rendered October 22, 1875. The decree in favor of John S. Newberry and others, trustees, was rendered October 21, 1875. The October term of Court was adjourned over to January 11, 1876. On January 14, 1876, it being still of the October term, the appellants, Sage, Buell and Cowdrey, on application therefor, were "permitted to become so far parties to the suit as to prosecute, if they so elect, for the protection of their several interests therein, and in their own names, an appeal to the Supreme Court from the *decree* entered herein *on the 22d day of October*, 1875." (Printed Record, page 1206.)

They were not made *parties in full* to the suit; but they were *permitted* to become *so far parties* as to prosecute an appeal from *a particular* order or decree. They have no right here other than that granted them by the order of the court above quoted. They cannot, therefore, claim that they have a right to appeal from the decree in favor of John S. Newberry and others, trustees, rendered October 21, 1875. That decree is, in itself, not only a *final* decree in its language and terms, but it is also a full and complete adjudication of all the rights of all the parties to the suit, in respect to the claims of the said Newberry et al.

Certainly, it cannot be claimed that a limited and special permission to these persons to appeal from a decree in favor of the Farmers' Loan and Trust Company, rendered October 22, 1875, foreclosing the mortgages, gave also, by implication, or otherwise, the right to appeal from a decree in favor of John S. Newberry and others, trustees, rendered October 21, adjudging a certain sum to be due, and making the sum a lien upon specific property.

An appeal might have been taken from this decree of October 21, 1875, for that it is a *final* decree, and also a full and complete adjudication of all the rights of all the parties in the subject-matter of the claim made by the interplea. But the appellants, in their main case and appeal, did not ask, or obtain, permission to appeal therefrom. Not only so, but they have not appealed therefrom. Their petition for appeal only prays an appeal from the decrees "made on the 22d day of October, 1875, and the 14th day of January, 1876" (that limiting their right as parties). See printed record, page 1210. Further, the citation is, to show cause "why the said order and decree in said appeal mentioned, should not be corrected, etc." (printed record, page 1219). And the appeal bond recites the decrees made on "October 22d, 1875, and on the 14th day of January, 1876," as being the only decrees or orders appealed from (printed record, page 1219). Finally, on this point, no errors are assigned in any way upon the decree in favor of John S. Newberry et al. We submit, therefore, confidently that no review of the decree in favor of the said Newberry et al., can be made on this appeal, because:

1. Appellants have no permission to appeal therefrom.
2. They have not prayed an appeal therefrom.
3. They have not taken an appeal therefrom.
4. They have obtained no citation thereon.
5. They have given no appeal bond therefor.
6. They have not assigned errors in respect thereto.

III.

Upon the merits, the decree is right.

It will be observed that the contract between the receiver and the owners of the two hundred cars, was made subject to the approval of the court, and was to be, and was, "placed on file in the office of the clerk of said Circuit Court, in connection with said interplea, as constituting a part of the records and proceedings therein, and as forming in part a foundation for an order or decree of the court in respect to said cars" (Pr. Rec., 232, ante 5); and in the decree itself, it will also be observed, that the first finding of fact is that the parties "consent that the interplea of John S. Newberry and others duly filed herein, be taken as confessed." (Pr. Rec., 233, ante 6.) So that in respect to these facts there can be no controversy. The court also finds, upon the evidence submitted to the court at the hearing, the following facts, which are also embraced in the decree, to-wit:

1st. That the two hundred cars mentioned in said interplea have been required for the successful operation of the railroad, and are still so required, and have been continuously in the service of the receiver.

2d. That the receiver, in compromise and adjustment of the claim for the use and service of such cars, had entered into the contract which constitutes the basis of the claim.

3d. That the contract so entered into is reasonable and just, and promotive of the interest of the said railroad company and its creditors.

4th. That the said contract with the receiver was made with the consent and approbation of the different parties to the suit or proceedings.

5th. That said contract is approved, ratified and confirmed accordingly.

The evidence upon which the court based these findings of fact is not, and does not purport to be, embraced in the printed record. The findings of fact, therefore, must here be accepted as true. And the only question presented upon this appeal, is whether the facts stated in the interplea, together with the contract made with the receiver and approved by the court, together also with the facts found by the court as above, justify the decree of the court that the amount due the interpleaders shall be paid out of the assets, property and income of the railroad company in the time and manner provided by the said contract, and that the same shall have priority over the mortgages.

It is the dictate of reason to affirm, where one person furnishes that which is requisite to preserve the property of another and does thereby preserve it, that he is entitled to compensation for that which he furnished, before any right to the preserved property can arise in the party for whom it is furnished. The ordinary sense of justice in such priority is, as we submit, in accord with the rules of equity recognized by the courts and which have had exemplification in several modern decisions.

In *Cowdrey v. the Railroad company and others*, 1 Woods C. C. Reports, 331, the following language is found, the pertinency of which is sufficiently manifest without a further statement of the facts. We quote from page 336 as follows:

> "And it may be laid down as a general proposition that all outlays made by the receiver in good faith, in the ordinary course, with a view to advance and promote the business of the road and to render it profitable and successful, are fairly within the line of discretion which is necessarily allowed to a receiver entrusted with the management and operation of a railroad in his hands. * * * And to such outlays in ordinary course, may properly be referred, not only the keeping of the road, buildings and rolling-stock in repair, but also the providing of such additional accommodations, stock and instrumentalities as the necessities of business may require, always referring to the court, or to the master appointed in that behalf, for advice and authority in any matter of importance which may involve a considerable outlay of money in lump. * * * In extraordinary cases, involving a large outlay of money, the receiver should always apply to the court, in advance, and obtain its authority for the purchase or improvement proposed."

The case of *Ellis v. B., H. & E. R. R. Co.*, 107 Mass., 1, which is a long case, and for our purpose we need not state the same here in full, but need only remark that the extract which we quote was pertinent to the question before the court. On page 28, Wells, Justice, in delivering the opinion of the court uses the following language:

> "The receivers are officers of the court for this purpose, and act under its direction and control. They continue the operation of the road and the conduct of its business, because this is essential to its proper preservation. They may fulfill the contracts of the corporation so far as beneficial. * * * They are entitled to re-payment of their reasonable expenses and charges, *in preference to all other claims* upon the property, of whatever nature."

In *Stanton et al. v. The A. & C. R. R. Co.*, 2 Woods C. C. Reports, 506, the court hold, as is pertinently stated in the head-note, as follows:

> "Where a decayed and dilapidated railroad and its appurtenances are in the possession of receivers by authority of a decree of court, made in a cause brought by trustees of first mortgage to foreclose

the same, and it is necessary to borrow money in order to preserve the road and complete some inconsiderable portions thereof, and to put it in condition for the transaction of its business, the court may authorize the receivers to borrow money for such purposes, and make the sum so borrowed *a lien on the railroad property superior to* that of the first mortgage."

In *Kennedy v. St. Paul & P. R. R. Co.*, 2 Dillon, 448, it was held, as correctly stated in the head-note, as follows:

> "To prevent a valuable land grant in favor of a railroad company from lapsing, a receiver was appointed, at the instance of bondholders of the company, whose principal security was the said lands, and the receiver was empowered to borrow money to complete the unfinished portions of the road, and his debentures issued for that purpose were made *a lien on the road and lands of the company, prior to all other liens* or claims thereon whatsoever."

In *Douglass v. Cline*, 12 Bush (Ky. Rep.), 608, it was held, not only that it was competent for the court to order that the person furnishing materials necessary to the preservation and profitable use of the property while in the control of its receiver, was entitled to a prior lien therefor, but the court went further and held that the employes of a railroad, who had performed labor and service for the railroad company after it had become insolvent and *before the commencement of proceedings to foreclose the mortgage* and the appointment of a receiver therein, were *entitled to a lien upon the property which their services had protected and preserved, prior to the mortgage* which was existing upon it at the time the services were rendered.

To same effect is *Duncan v. Chesapeake & Ohio Railway Co.*, 9 Am. Ry. Reg, 386. These last two cases are perhaps extreme ones, and yet they have the support of cogent and equitable reasons.

This question as to the right of priority underwent an exhaustive examination in *Meyers, Trustee, v. Johnston and others*, 53 Ala., 237, and we quote from the able opinion of Manning, Justice, pages 347 and 350, the following:

> "It was not necessary that the question of the power of a court to authorize the issue of first lien certificates of indebtedness to enable a receiver to raise the money he might need, should be decided before the introduction of railroads. But these properties, with their appurtenances, vast in extent and value, yet very perishable if unused and neglected, existing as the estates of private individuals associated into corporations, but essentially public works, in whose operations the public at large and the State are concerned, when drawn into litigation, must be dealt with by the courts according to the nature and circumstances of the subject. And any one

can understand that the best and cheapest mode of conserving a railroad, may be by operating trains thereon, and keeping it in repair for their use. To preserve its value, it must generally be continued in operation, and sold as a going concern. If it were not for the public quality belonging to them, for the injury that would be done to the interests of whole communities that have become dependent on a railroad for accommodation in a thousand things, a chancellor might say to the parties most interested—unless you furnish means for the protection of this property, which does not itself afford an adequate income for the purpose, it may become a dilapidated and useless wreck.

But the inconvenience and loss which this would inflict on the population of large districts, coupled with the benefit, to parties who perhaps are powerless to take care of themselves, of preventing the rapid diminution of value, and derangement and disorganization that would otherwise result, seem to require—not for the completion of an unfinished work, or the improvement, beyond what is necessary for its preservation, of an existing one—but to keep it up, to conserve it as a railroad property, if the court has been obliged to take possession of it, that the court should borrow money for that purpose, if it can not otherwise do so, in sufficiently large sums, by causing negotiable certificates of indebtedness to be issued *constituting a first lien on the proceeds of the property*, and redeemable when it is sold or disposed of by the court. * * * * Upon the whole, however, it seems necessarily to result from the nature of such property, and the capacity and duty of courts of equity to "adapt their decrees to all varieties of circumstances which can arise, and adjust them to all the peculiar rights of all parties in interest," that if a railroad and its appurtenances are in the hands of a receiver to be preserved and operated, the court having charge thereof, must possess the power, after the notice to and hearing of the parties interested, to allow the issue even of negotiable certificates of indebtedness creating a first lien, when this is necessary to raise money for the economical management and conservation of the property, until it shall be disposed of. The pressure upon the courts in various portions of the country, to exercise such authority, and the consent or acquiescence of first mortgagees and others in the exercise of it, are persuasive that the power must exist."

To the same effect are the English cases.

In *Morison v. Morison*, 7 De Gex, Macnaghten and Gordon's Reports, 214, the Lord Justice Knight Bruce uses the following language on pages 223-4.

"In the suit receivers were appointed, who also, owing to the nature of the property, became consignees, and every act done by them was an act in the administration of an ordinary trust with respect to money existing at the time not in the shape of money, but in the shape of the investment in which the money was temporarily lodged. Every act done by them was done with a view to the safety and protection of a fund, which was to be considered as money. * * * Here there is no reason to doubt the good faith of the consignees (receivers). They have been directed to make, or been sanctioned in making, certain payments, and it is too late to go back and inquire as to the propriety of those payments. * * * These payments must be looked upon as payments made in the proper administration of the trust, for the protection and preservation of that which was to be protected and preserved until it should be converted into money. They must be treated as having been in the execution of a money trust, and it is impossible to permit the trust property to be enjoyed by any persons claiming beneficially under the trust without making good the expenditure and advances *bona fide* made in the execution of the trust under the authority of the court, whose duty it was to direct how the trusts were to be executed. It seems to me that what hasbeen done cannot be disturbed."

And the Lord Justice Turner in the same case observed, on page 226:

"The court has represented the whole estate, and has stood in the position of a trustee of it, and the consignee, (receiver,) was the paid agent of the court to manage the estate which was in the court's hands. The moneys due to the consignee are moneys due to the court itself, and as the court has in its hands moneys belonging to the estate, on account of which it has made the payments, it must have a right to repay itself its advances out of these moneys. This right has priority over the costs of suit, for as to a fund in the hands of a trustee his expenses must be the first charge on the fund."

The same case, in its earlier stages, is found in 2 Smale & Giffard, 564, and also in 4 Mylne & Craig, 215.

It seems to us that the reasons presented by the several courts, from whose opinions we have above quoted, are sufficient and satisfactory to sanction the judgment of the court below in this case and to require its affirmance here. At all events, we do not deem it necessary to submit in this printed argument any further reasons of our own.

An affirmance is respectfully asked.

C. C. COLE,

Counsel for John S. Newberry et al., Trustees, etc., Appellees.

Return

SUPREME COURT OF THE UNITED STATES.

NO. 175.

(Submitted with No. 570.)

RUSSELL SAGE, JAMES BUELL, AND N. A. COWDREY,
Intervenors, APPELLANTS,

vs.

THE CENTRAL RAILROAD COMPANY OF IOWA ET AL., APPELLLES, AND

THE HASKELL & BARKER CAR COMPANY, Interpleaders,
APPELLEES.

Appeal from the Circuit Court of the United States for the District of Iowa.

Extracts from the Printed Record of all thereof relating to the claim of

THE HASKELL & BARKER CAR CO., APPELLEES,

AND

ARGUMENT FOR SAID APPELLEES

By C. C. COLE.

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Intervenors, **APPELLANTS,**

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INDEX.

PAGE.
Cert. Auditor of Cent. R. Co. to Account 1
Petition Haskell & Barker Car Co. 2
Contract with Haskell & Barker Car Co. 3
Exhibit Account of Haskell & Barker Car Co. 4
Order or Decree. 5
Argument 6-9

United States Circuit Court, District of Iowa.

RUSSELL SAGE ET AL., Appellants,
vs.
THE CENTRAL RAILROAD CO. OF IOWA ET AL., AND THE HASKELL & BARKER CAR CO., Appellees.

Extracts from the record in the main case, so far as applicable to claim of The Haskell & Barker Car Co., appellees, followed by the argument for said appellees.

(Printed Record, pages 248–252.)

ON the 8th day of May, 1875, the Haskell & Barker Car Company, by its attorneys, filed in said clerk's office its petition of intervention, which said petition is in the words and figures following, to-wit:

[T. J. Fletcher, Auditor.]

CENTRAL RAILROAD OF IOWA, AUDITOR'S OFFICE,
MARSHALLTOWN, IOWA, April 21st, 1875.

D. N. PICKERING, ESQ.,
GENERAL SUPERINTENDENT AND RECEIVER,

Dear Sir:—The papers in the Haskell & Barker claim are returned herewith. I find the amount due them March 1st, 1875, to be sixty-five hundred seventy-one and 18-100 (6,571 18-100) dollars, as per statement below.

Yours respectfully,
(Signed) T. J. FLETCHER, *Auditor.*

On note dated June 7th, 1872, at 6 months		$ 5,202.08
Balance of interest due March 1st, 1875		736.96
		$5,939.04
On note dated June 7th, 1872, at 4 months	5,143.47	
Less amount of partial payment	4,993.00	
	150.47	
Balance of interest due March 1st	481.67	
		632.14
		$6,571.18

N. B.—With the correction herein made, the undersigned recommends the passing of the account by the court and making order as prayed for.

(Signed) D. N. PICKERING, *Receiver.*

UNITED STATES OF AMERICA.
District of Iowa, ss.

In the Circuit Court of the United States for the district of Iowa.

Farmers' Loan & Trust Company of New York
vs.
The Central Railroad Company of Iowa.

To the honorable judge of said court:

Your petitioner, Haskell & Barker Car Company, a corporation duly created by the laws of the State of Indiana, would respectfully represent unto your honor that the defendant, The Central Railroad Company of Iowa, on the 20th day of May, A. D. 1872, entered into a certain contract or agreement in writing with your petitioner, a copy of which is hereto attached and marked "Exhibit A," and to which your petitioner begs leave to refer as a part of this petition, and as showing in detail the contract between the parties thereto.

Your petitioner further shows that in pursuance and in accordance with the terms of said contract, your petitioner delivered to said railroad company two first-class passenger cars and two baggage cars, and said railroad company, in addition to its cash payment, executed and delivered therefor to your petitioner its two certain promissory notes, each dated June 7th, 1872, and due respectively in four and six months after date, each of said notes including in their principal amount, interest at the rate of seven per cent per annum until maturity, and bearing interest after due at the rate of ten per cent per annum, the first of said notes being for the sum of $5,143.47; the second being for the sum of $5,202.08.

Your petitioner further shows that only partial payments have been made upon said notes, and that there is now justly due and owing to your petitioner on said first note the sum of $659.75, and on said second note $5,955.86, making a total of $6,615.61, which amount your petitioner avers is wholly and justly due and unpaid and owing your petitioner under said contract, after allowing all just offsets, deductions and allowances.

Your petitioner begs leave to refer to a statement of the amount so due as aforesaid, hereto attached and marked "Exhibit B."

Your petitioner further shows that by the terms of said contract said cars were to remain the property of your petitioner until paid for in full, and that said cars should be and remain personal property until the price agreed upon should be fully paid, and that if default should be made by said railroad company in the payment of any or either of said notes, your petitioner should have the right to reclaim and take possession of said cars, or any one or more of them, wherever the same may be, and recover them from the possession of said railroad company or any person or corporation having the possession of the same, and sell or otherwise dispose of the same as it shall think proper.

Wherefore your petitioner prays that the receiver in the above entitled cause may be ordered and directed by this honorable court to pay to your petitioner the amount due it from said railroad company upon said notes according to the terms of said contract. And as in duty bound your petitioner will ever pray, etc.

March 1st, 1875. HASKELL & BARKER CAR CO.,
(Signed) By F. HASKELL, *President.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this sixth day of March, A. D. 1875, personally appeared before me Frederick Haskell, and made oath and says that he has heard read the foregoing petition and knows the contents thereof, and that the same are true of his own knowledge.

Affiant further says that he is president of Haskell & Barker Car Company, and makes this affidavit on its behalf.

(Signed) F. HASKELL.

Subscribed and sworn to before me this sixth day of March, 1875.

[SEAL.] EDWARD W. RUSSELL,
Notary Public in and for the County of Cook, State of Illinois.

EXHIBIT A.

This agreement, made this 20th day of May, 1872, by and between the Haskell and Barker Car Company, of Michigan City, Ind., party of the first part, and the Central Railroad of Iowa, party ot the second part, witnesseth:

That said party of the first part, in consideration of the agreements and covenants of the party of the second part hereinafter contained, agree to furnish for the use of the said party of the second part two first-class passenger cars and two baggage cars, delivered on the track of the Michigan Central R. R. Co., at Michigan City, Ind., on or before the 10th day of June next, said cars to remain the property of the said party of the first part until the said party of the second part shall have fully complied with its agreements hereinafter contained, and they shall have been paid for in full by the said party of the second part.

And the said party of the second part agrees, upon receiving said cars, or any portion thereof, to pay to the said party of the first part the sum of $1,700 on each passenger car, and $783.33 on each baggage car per car for each and every car so furnished and received by it, and to execute and deliver to the parties of the first part its notes for the further sum of $1,700 on each passenger car, and $783.33 on each baggage car, payable in four months, and $1,700 on each passenger car, payable in six months, and $783.33 on each baggage car, payable in six months, with interest at seven per cent per annum, notes payable at Merchants' National Bank, Chicago, Ill.

The full price of each passenger car is $5,100; the full price of each baggage car $2,350, paid and agreed to be paid for the furnishing of each and every of said cars; and upon the payment of said notes, and each and every of them, together with the said cash payment of ($4,966.66) forty-nine hundred sixty-six and sixty-six one-hundredth dollars, the said parties of the first part agree to sell and convey to said party of the second part all and every of the cars so furnished and received by said second party.

It is expressly understood and agreed by and between the said parties that said cars shall be and remain personal property until the price above specified shall be fully paid, and that if default shall be made by said party of the second part, in the payment of any or either of the notes so to be given by it as aforesaid, or in the performance of any of its agreements herein contained, the said party of the first part shall have the right to reclaim and take possession of said cars, or any one or more of them, wherever the same may be, and recover them from the possession of said party of the second part, or any person or corporation having the possession of the same, and sell or otherwise dispose of the same as they shall think proper.

(Signed) THE CENTRAL R. R. CO. OF IOWA,
By C. C. GILMAN, *President.*

F. HASKELL, *President Haskell and Barker Car Co.*

(Copy of contract.)
[Stamp]

EXHIBIT B.

The Central Railroad Company of Iowa to Haskell and Barker Car Co., Dr.

1872.			
June 7.	For one note at 4 months	$5,143.47	
	Interest to March 1, 1875	1,191.97	
		$6,335.44	
	By payments and interest to Mar. 1, '75	5,675.69	
	Balance due March 1, 1875		$ 659.75
June 7.	For one note at 6 months	$5,202.08	
	Interest to March 1, 1875	1,243.90	
		$6,445.98	
	By payments and interest to Mar. 1, '75	490.12	
	Balance due March 1, 1875		5,955.86
	Total		$6,615.61

The notes draw ten per cent interest after due.

State of Illinois, }
County of Cook. }

Frederick Haskell, of the city of Chicago, being first duly sworn, on oath deposes and says that the foregoing account, marked "Exhibit B," of Haskell and Barker Car Company against the Central Railroad Company of Iowa, is just and unpaid, and that all credits and offsets thereto have been allowed; that affiant is president of said car company and makes this affidavit on its account.

(Signed) F. HASKELL.

Subscribed and sworn to before me, this 6th day of March, A. D. 1875,

[Seal] (Signed) EDWARD W. RUSSELL,
Notary Public in and for the county of Cook and State of Illinois.

(Endorsed:) Original petition. Haskell and Barker Car Company to the U. S. Circuit Court, District of Iowa, in the case Farmers' Loan and Trust Company v. Central R. R. Co. of Iowa.

A copy of this petition has been served on me, 3 May, 1875.

(Signed) JAS. GRANT,
For F. L. and T. Co.

Filed May 8, 1875.

GEORGE B. CORKHILL, *Clerk.*

On the 21st day of October, the same being of the October term, 1875, of said court, there appears in the records of the proceedings thereof in said cause the following entry:

United States Circuit Court, District of Iowa, October term, 1875.

THURSDAY, October 21, 1875.

THE FARMERS' LOAN AND TRUST COMPANY,
vs.
THE CENTRAL RAILROAD COMPANY OF IOWA, "Haskell & Barker Car Company," petitioners.
} No. 501. Equity.

It is ordered herein that the balance due the above petitioners for cars, as alleged in their petition, not exceeding in all the sum of sixty-five hundred and seventy-one and eighteen-hundredth dollars, as principal, be paid them by the receiver from time to time as the earnings of the road and the state of the funds in his hands may, in his judgment, warrant.

(Signed) JOHN F. DILLON, *Judge.*

ARGUMENT.

We have copied, *supra*, so much, and all, of the record of the main case—*The Farmers Loan and Trust Company v. The Central Railroad Co. of Iowa et al.*—as in any manner relates to, or bears upon, the rights of the Haskell & Barker Car Co., it being all the record therein respecting the claim of said Haskell & Barker Car Co., petitioners and intervenors.

The facts shown thereby, as we understand them, are, in brief, as follows, to-wit:

On May 20, 1872, the Haskell & Barker Car Co. made a contract with the Central Railroad Co. of Iowa, to furnish for the use of, and agreed to sell to, said railroad company, two first-class passenger cars and two baggage cars, at the price of $5,100 for each passenger car and $2,350 for each baggage car, to be delivered on or before June 10, then next following; it being expressly understood, and agreed, that said cars were to remain personal property, and the right was reserved to the Haskell & Barker Car Co. to take possession of said cars and sell the same for the payment of any deficiency remaining unpaid in case of default in the payment of the consideration, which was to be paid, as by the terms of the contract, a part in four months and a part in six months from the time of delivery. On June 7, 1872, the cars were delivered according to contract, and the Central Railroad Co. executed its notes, one due in four months and the other in six months from date. Certain payments were made upon said first note, prior to the commencement of the main action to foreclose the mortgages made by said Central Railroad Co. upon its property, which action was commenced in June, 1874.

Afterward, and on October 16, 1874, a provisional or temporary Receiver was appointed, and, on January 7, 1875, such appointment was made permanent and the Receiver took possession of all the property of said railroad company and also of the cars furnished said company by the petitioners and intervenors herein, the Haskell & Barker Car Co. On may 8, 1875, the said Haskell & Barker Car Co. filed its petition of intervention, setting up the facts as to the making of said contract, the delivery of the cars, and that a balance remained due thereon, with ten per cent interest from March 1, 1875, and asked that the Receiver be directed to pay the balance due to the Haskell & Barker Car Co. A statement made by the auditor of said railroad company, showing the amount due March 1, 1875, to be $6,571.18, was filed with the petition for intervention. Afterward, and on October 21, 1875, upon final hearing hereof, an order was made by the court, that the amount due the Haskell & Barker Car Co., as ascertained by the auditor of the railroad company, to-wit: $6,571,18 as principal, be paid the said Haskell & Barker Car Co. by the Receiver, from time to time, as the earnings of the road and the state of the funds in his hands would war-warrant. From this order the appellants, Russell Sage and others, who claim to be owners of first mortgage bonds, claim to have appealed.

I.

There has been no appeal from the decree in favor of the Haskell & Barker Car Co.

The appeal in the main case is taken by Russell Sage, James Buell and N. A. Cowdrey. They were not parties to the original bill, nor were they ever made parties to the proceeding in such way or sense as to constitute them *parties to the action*. The decree in favor of the Haskell & Barker Car Co. was rendered October 21, 1875. The October term of Court was adjourned over to January 11, 1876. On January 14, 1876, it being still of the October term, the appellants, Sage, Buell and Cowdrey, on application therefor, were "permitted to become so far parties to the suit as to prosecute, if they so elect, for the protection of their several interests therein, and in their own names an appeal to the Supreme Court from the *decree* entered herein on the *22d day of October*, 1875." (Printed Record, page 1206.)

They were not made *parties in full* to the suit, but they were *permitted* to become *so far parties* as to prosecute an appeal from *a particular* order or decree. They have no right here other than that granted them by the order of the court above quoted. They cannot therefore claim that they have a right to appeal from the decree in favor of The Haskell & Barker Car Co., rendered October 21, 1875. That is in itself not only a *final* order or decree in its language and terms, but it is also an adjudication of the rights of the parties to the suit in respect to the claims of the said Haskell & Barker Car Co.

Certainly it cannot be claimed that a limited and special permission to these appellants to appeal from a decree in favor of the Farmers' Loan and Trust Company, rendered October 22, 1875, foreclosing the mortgages, gave also by implication or otherwise, the right to appeal from a decree in favor of the Haskell & Barker Car Co., rendered October 21, adjudging a certain sum to be due and directing its payment by the Receiver.

An appeal might have been taken, by proper parties, from this decree or order, of October 21, 1875, in favor of The Haskell & Barker Car Co., for that it is a *final* decree or order, and also an adjudication of the rights of the parties in the subject-matter of the claim made by the interplea of said Car Co. But the appellants, in their main case and appeal, did not ask or obtain permission to appeal therefrom. Not only so, but they have not appealed therefrom. Their petition for appeal only prays an appeal from the decrees "made on the 22d day of October, 1875, and the 14th day of January, 1876" (that limiting their right as parties). See printed record, page 1210. Further, the citation is to show cause "why said order and decree in said appeal mentioned, should not be corrected," etc. (printed record, page 1219). And the appeal bond recites the decrees made on "October 22, 1875, and on the 14th day of January, 1876," as being the only decrees or orders appealed from (printed record, page 1219). Finally, on this point, no errors are assigned in any way upon the decree, in favor of the Haskell & Barker Car Co. We submit, therefore, confidently, that no review of the decree in favor of the Haskell & Barker Car Co. can be made on this appeal, because:

1. Appellants have no permission to appeal therefrom.
2. They have not prayed an appeal therefrom.
3. They have not taken an appeal therefrom.
4. They have obtained no citation thereon.
5. They have given no appeal bond therefor.
6. They have not assigned errors in respect thereto.

Nothing can be claimed for the appellants, by reason of their appeal in case No. 570, now pending and on hearing with this case (No. 175), for that, on motion to dismiss appeal in that case, it was decided by this court in *Sage v. Railroad Co.*, 96 U. S. Reports, 712, that, "It is clear that this appeal does not bring up for examination the orders of October 21, 1875. Every proceeding in the cause which was prior to October 22, 1875, must be examined, *if at all*, under the appeal from the decree of that date, still pending here.

Upon the merits, the decree or order is right.

1. The cars for which the money was decreed or ordered to be paid,

have been used by the Receiver and have contributed to the earning of the fund out of which the payment is ordered to be made.

2. By the final decree in the cause rendered October 22, 1875, the cars furnished by the Haskell & Barker Car Co. were decreed to be sold together with all the other property of the railroad company, to pay the mortgage debts (Printed Rec., 1196–9); thereby showing that the court, by its several decrees, has administered substantial equity to all the parties.

3. The amount decreed to be paid to the Haskell & Barker Car Co. is just the amount shown to be due by the certificate of the auditor of the defendant, Railroad Co.; it is approved by the Receiver, and is not controverted by the complainants or their counsel, although the petition and claim were served May 3, 1875. The claim is just and uncontroverted.

4. Neither the original complainant in this suit, nor the appellants, acquired any absolute legal right to the net earnings or proceeds of the mortgaged property, and certainly none to the earnings made by the Haskell & Barker cars. The appointment of a Receiver is a matter within the discretion of the chancellor, and surely he will not use that discretion in such a way as to effectuate injustice—the injustice of taking the Car Co.'s property to pay the Railroad Co.'s debts—but will so direct the Receiver, in his equitable discretion, as that the rights and equities of all shall be preserved.

High on Receivers, 337–8, and authorities cited.

Douglas v. Cline, 12 Bush, (Ky.), 608 (i.e.), 622–7.

The Syracuse Bank v. Tallman, 31 Barb., 201.

Myers, trustee, v. Johnston et al., 53 Ala., 237 (i.e.), 38.

Duncan v. C. & O. Co., 9 Am. Ry. Reg., 386.

Respectfully submitted,

C. C. COLE,

Counsel for appellees, The Haskell & Barker Car Co.

Return

In the Supreme Court of the United States.

Sage et al.
vs.
Central Railroad Company of Iowa et al.

SS. 175.

COUNTER-STATEMENT OF APPELLEES.

The case arises on appeal from a decree made by the Circuit Court of Iowa, for a foreclosure sale to carry out a special clause in the mortgage, by which the Farmers' Loan and Trust Company was made the trustee, and which mortgage was a first lien upon the premises. The amount due under the mortgage on the 15th of October, 1875, for the principal and accrued interest, was $4,623,334.99 gold. There was also a second mortgage, under which the said Farmers' Loan and Trust Company was also trustee for the bondholders, and the amount due under this latter instrument was, on the 11th of October, A. D. 1875, for principal and accrued interest, $1,136,246.86. There was further yet a third mortgage, under which $420,000 was found to be due on the 15th of October, 1875. The original bill for foreclosure was filed by Charles Alexander and other bondholders, who are now among the appellees and bondholders assenting to and supporting the decree; but

afterwards, the Farmers' Loan and Trust Company having filed, on the 14th of October, A. D. 1874, their bill for the foreclosure and sale of the said mortgaged premises, by reason of default in the payment of accruing interest, the first bill of Alexander and others, and the trustees' bill were consolidated or merged together (page 66, record). In the course of such proceeding the court appointed, on the 16th of October, A. D. 1874, D. N. Pickering provisional receiver (page 66 of record), to take charge of the property, income, profits, and earnings of the railroad. By the terms of the order making the appointment, the receiver was not to pay any money except for operating expenses, unless by special order of the court. On the 7th of January, 1875, the court duly appointed said Pickering receiver, with all powers appertaining thereto, and directed him to give a bond in fifty thousand dollars, which was done (page 70 of record). Subsequently, on the 17th of January, 1876, J. B. Grinnell was appointed receiver in place of the said Pickering.

Various proceedings took place in the cause, and on the 21st of October, A. D. 1875, the court made several orders before the final decree. These orders were for the payment of certain claims for debts entitled to specific liens and contracted by the receiver in running the road. The final decree was entered on the 22d of October, 1875, and no appeal was taken from any of these orders by the appellants, except as hereinafter mentioned. In fact, the decree itself expressly directs the sale, reserving the rights of all such parties. Subsequently, after the confirmation of the sale, August 31st, 1877, nearly two years afterwards, the appellants, Russell Sage *et al.*, having been admitted by the court to intervene as *cestuis qui trustent* for the purpose of taking an appeal, appealed from four certain orders or decrees of the 21st October, as above mentioned (pages 234, 89, 228, and 252 of record), made on behalf of these creditors, after due hearing and proof. They were really directions to make these payments as part of the running expenses of the road. One of them is as follows:—

Farmers' Loan and Trust Company
vs.
The Central Railroad Company of Iowa, the Mowry Car and Wheel Works, Petitioners.
Page 228 of record.

It is ordered herein that the balance due the above petitioner for the one hundred cars mentioned in his petition, not exceeding forty-seven thousand and thirty-one dollars and seventy-four cents, as principal, be paid by the receiver to said petitioners, from time to time, as the earnings of the road and the State of the funds in his hands may, in his judgment, warrant.

(Signed) JOHN F. DILLON,
Judge.

The articles of agreement accompanying this petition (page 227) showed that it was expressly agreed between the railroad company and the petitioners that the title to the cars was not to pass until the notes which had been given for them had been paid. There was a further provision that in case of default in the prompt payment of fifty dollars a month upon each car, the petitioners were authorized to resume possession of said cars and sell the same. Considerable payments on account had already been made. It was in order that these cars might be kept in use on the road that the payment of this balance was directed.

The order to pay Abbott, Kensett *et al.*, is in similar terms, and was for the payment of the balance due the petitioners for four locomotive-engines, held on similar terms. (Page 89 of record.)

The order to pay the Haskell & Barker Car Company was for a balance due for cars held in a similar manner. (Page 252 of record.)

The order in the case of J. S. Newberry *et al.* was to carry out a contract made by the receiver for the compromise of a claim of the petitioners for two hundred cars, and was expressly found by the court to be reasonable and just and promotive of the interest of the railroad company and of its creditors, and that the same was made with the consent and approbation of the different parties to these proceedings, and that it was a legal and valid claim created by the proper and legal act of said receiver in the due administration of his office, under the order and direction of the court. (Page 234 of record.) There was a similar order (page 223) for payment to the Missouri Car and Foundry Company, which does not seem to have been the subject of exception or appeal. It was clearly right, for the same reasons which made the others proper.

The day after these orders were made, on the 22d of October, A. D. 1875, the court made the decree ordering the sale of the premises. This decree was made upon the pleadings, the proofs taken, and the reports of the master, Lewis M. Fisher. The decree is set forth at length on pages 1196–1199 of record, all parties being present by themselves or their attorneys, and agreeing to the decree, as subsequently stated by Judges Dillon and Love. (Page 1202 of record.)

The report of the master will be found on page 280. It fully set forth the action of the bondholders with regard to the special clause in the mortgage for a purchase by the trustee for the purpose of re-organization, under which the decree was made.

On or about December 24th, 1875, an application for an appeal was made by complainant, so far as it affected the interests of Russell Sage, James Buell, and N. A. Cowdrey. This application was refused by Judge Dillon, on the ground—(1) That it was a decree made by consent; (2) that it was on behalf of bondholders to the extent of $200,000 only; and (3) that the bond offered was too small in amount. (Page 1202 of the record.)

Subsequently, on the 11th of January, 1876, the same persons filed their petition, praying for leave to intervene in their own right in the prosecution or defense of the action, as the court may deem most proper for the protection of their interest, and on the 14th of January, 1876, the court made an order permitting them to become parties to the suit to prosecute, if they so elect, for the protection of their several interests therein, an appeal to the Supreme Court of the United States (pages 1202–1208 of record), but requiring a bond in the sum of $1,000,000 to operate as a *supersedeas*.

The decree made by the court, and which was appealed from, appears, as above mentioned, upon page 1196 of record. It is the ordinary decree for a foreclosure sale. By clause seven (page 1199), the right of redemption is reserved for one year to all persons interested, for one year from the date of said sale. By clause eight (page 1199), the right of any person claiming liens prior to the first mortgage was reserved, the purchaser to take the title subject to the rights and equities of said parties as the same might be established and declared thereafter by this court. By paragraph four of said decree, it is provided as follows:—

"*Fourth.*—The court further finds that, with a view to prevent a sacrifice of the mortgaged property, by a forced sale, in case of default, it was expressly agreed and stipulated in said first mortgage or trust deed, that in case of judicial foreclosure sale of the mortgaged property, under decree of the court, upon request of a majority of the bondholders, the said trustee should purchase the premises in the mortgage described, for the use and benefit of the bondholders, and that, upon such purchase, the title of said property should vest in said trustee, and that no bondholder should have any claim on the premises or to the proceeds thereof, except as to his *pro rata* share of the proceeds of said purchased premises, as represented in a new company or corporation, to be formed and organized, upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding first mortgage bonds, secured by said mortgage, should in writing request or direct.

"That for the purpose of carrying out these premises in said mortgage contained, and in view of the fact found by the master, and confirmed by the court, that the mortgaged property will not sell, in cash, for near enough to pay the amount due thereon, and that the several parties in interest, including the first, second, and third mortgage bondholders, general creditors, and general stockholders in said Central Railroad Company of Iowa, have united in asking the court to so order the foreclosure and sale of said mortgaged property, as to preserve the priority of the first mortgage bondholders, and at the same time permit the holders of the other subsequent liens and interests to participate in the benefit of such sale and foreclosure, it is, therefore, further ordered and decreed, that Lewis M. Fisher be and is hereby appointed a master for the purpose of making and conducting the sale under the decree of said mortgaged property, the same to be sold under the provisions of the said first mortgage in the bill described.

"The said sale to be made forthwith, in default to pay, as herein decreed, at the front-door of the county court-house, in the city of Marshalltown, Iowa, four weeks' notice of the time and place of said sale to be given by said master, by publishing notices thereof in the *Financier*

New York, and in *Des Moines Register*, and one newspaper published in Marshalltown, Iowa. That such property be sold to the highest and best bidder; and that the master make full report of his proceedings to this court, for its consideration and approval. The said sale so made by said master not to be deemed final until approved by this court."

And the fifth paragraph is as follows:—

"*Fifth.*—That the said Farmers' Loan and Trust Company, complainant herein, for the purpose of carrying out the agreement of the parties to said mortgage, is hereby authorized and directed to bid at the sale of said mortgaged property, as trustee for the first mortgage bondholders, bidding thereat at least the amount of principal and interest of said first mortgage bonds.

"That if the said trustees, as aforesaid, shall become the purchasers of said property at such sale, the title shall pass absolutely to said trustees, subject, however, to the trusts herein indicated on behalf of the several parties in interest, being the first, second, and third bondholders, creditors, and stockholders of the Central Railroad Company of Iowa; and said property shall be conveyed by said trustees to a corporation organized, or to be organized, for the purpose of acquiring said property, under the provisions of said first mortgage and of this decree, and to be approved by a majority of said first mortgage bondholders, in which said corporation the controlling interest and power of management shall be given to the first mortgage bondholders, in such manner as the majority of such first mortgage bondholders shall indicate and provide, and in which the second mortgage bondholders shall receive a second class of stock for the full amount, principal and interest, of said second mortgage bonds; and in which corporation the third mortgage bondholders and general creditors shall receive common stock at par for the respective amounts due them; and in which the stockholders of the defendant shall receive common stock at the rate of one dollar in the new corporation for every three dollars of stock held by them in the defendant's corporation.

It is further ordered that said trustee shall make full report of its proceedings under this decree of this court, and shall submit this conveyance to be made to this new corporation herein provided for, together with the articles of incorporation of said company, to this court, for approval and confirmation."

$100,000 from any party, other than the trustee complainant, was required to be paid at the time of sale.

The parties having failed to give the *supersedeas* bond required by Judge Dillion, subsequently, February 16th, 1876, a petition was presented to his Honor, Mr. Justice Miller, praying for an appeal. It was by him allowed, together with a *supersedeas* bond for $20,000. The *supersedeas* was subsequently set aside by this court (Sage *vs.* Central R. R. Co., 3 Otto, 412), but the appeal was allowed to stand so far as necessary for the protection of their interests.

Subsequently, the *supersedeas* having been vacated, the proceedings went on for the sale of the property. An order was made that inasmuch as the *Financier* had been merged in the *Public*, notice should be put in that paper with the same effect as if inserted in the *Financier*. (Page 1 of record October, 1877, No. 570 on list.)

The sale was made by L. M. Fisher, master, under the decree of the court, on the 18th of July, A. D. 1877. Exceptions were filed to the master's report of the sale by N. A. Cowdrey and others, the appellants (1) alleging the failure to advertise in the *Financier* (an impossibility), and (2) that the bid to the trust company, complainant, was an unauthorized bid, without authority from the deed of trust or from the *cestuis qui trustent;* that no money had been paid on said bid, &c. (Pages 8 and 9 of record.)

As will be seen on pages 11 and 12, August 29th, 1877, the appellants asked to have the property conveyed to a corporation organised by them, called the Iowa Central Railway Company, and on the same day filed exceptions to the sale, which were substantially the same as those filed to the master's report (see pages 12 and 13 of record), except the third, which objects to the sale because nothing is said about the order giving priority to certain claims and apparently, though vaguely expressed, to the reservation of rights of others, provided for by paragraph eight of the decree.

On the same day, August 29th, 1877, there was another application to have the property conveyed to another corporation organized by first mortgage bondholders, called the St. Louis, Iowa and Minnesota Railroad Company. (Page 15.)

And, on same day, articles of incorporation were filed and application made for conveyance to the Central Iowa Railway Company, a corporation organized by these appellees to meet the provisions of the decree. (Pages 18–22 of record.)

On the 31st of August, 1877, the court overruled the exceptions to the master's report and confirmed the sale. (Pages 26–29 of record.)

The decree provided that L. M. Fisher should be appointed commissioner for the purpose of taking the requests in writing of the first mortgage bondholders and their approval or disapproval of the terms, conditions, and limitations by the new company, to which they shall desire the property to be conveyed; that this plan or article of incorporation should be submitted to them and the vote, approval, or request taken by the commissioner.

And the decree further provided (page 29 of record):—

"In respect to the motion allowing the payment of the debts of the Central Railroad Company of Iowa, contracted by the receiver or incurred during the pendency of this action, in certificates of indebtedness in installments of six, twelve, and eighteen months, with interest at eight per cent. per annum, which certificates shall be secured by being made the first and permanent liens upon the property, the court finds that it is not necessary to enter such order at this time, but the court does find the necessity for some such provision exists, and upon examination the plan proposed by the order seems to the court unobjectionable, and unless some special cause shall be shown against said order, the same or some other suitable provision will be made of record concurrently with the order for the conveyance by the trustee to the new company, and the transfer and delivery of the possession of the property, books, assets, &c., to said new company."

The application for an appeal by Russell Sage *et al.*, the appellants, only from the foreclosure decree, was allowed on the same day, but the demand for a *supersedeas* denied.

This was subsequently granted by his honor Mr. Justice Hunt, on the 17th of September, A. D. 1877. (Page 32 of record.)

The assignments of error appear on page 33 of this record. They are confined substantially to errors, assigned to the first decree, except the third and fourth assignments. The third assignment is taken, it may be inferred, under the appeal from the orders of October 21st, 1875, directing the receiver to pay the claims therein mentioned.

The fourth assignment is in reality a repetition of the fifth assignment filed under the appeal from the original decree, but is somewhat more definite in form.

The questions arising on the different appeals have been thus stated together, because, in reality, the questions involved are identical.

ARGUMENT.

There are several matters involved in these appeals; but a preliminary one requires consideration, as it will to some extent affect the right of the appellants to raise the questions involved in the various assignments of error.

(1.) Have the appellants any right to be parties to this cause for the purposes of an appeal? And, if so, how far does that right extend?

Even if it be assumed that the court below had the power to admit the present appellants as parties to this cause for the purpose of taking an appeal so far as it was necessary for the protection of their interests, and if the refusal of this court to dismiss the appeal in Sage *vs.* The Railroad Company, 3 Otto, 416, for the purposes of this argument, be treated as conclusive on that point, it seems to us clear that under that appeal the appellants can not raise the questions sought to be assigned for error. In the opinion in that case, however, the Chief Justice said (page 419):—

"Under this authority their appeal has been allowed and perfected. Whether this brings up the whole of the case or only a part, it is not necessary now to consider. It is clear that these parties have been allowed their appeal, and that the case is here to the extent that it is necessary for the protection of their interests. It is their separate appeal within the rule as to the form in which a severance may be obtained, which is laid down in Masterson *vs.* Herndon, 10 Wall, 416."

Ordinarily, in a case of this kind, it will not be contended that the bondholders are necessary parties; nor that the *cestuis qui trustent* would not be bound by the decree, unless it is impeached for fraud or collusion. This has been repeatedly settled and has been applied in cases of railroad mortgages where a trustee holds for the benefit of the bondholders.

Suydam *vs.* Williamson, 20 How., 427.

In Kerrison *vs.* Stewart (3 Otto, 155), the court says:— "If a trustee has been made representative of his beneficiaries it is well settled they are not necessary parties to a suit by him to enforce the trust. In such cases, the trustee is in court on behalf of the beneficiaries, who, though not parties, are bound by the judgment, unless it is impeached for fraud or collusion with adverse party. The principle underlying this has always been applied in proceedings relative to railroad mortgages where a trustee holds security for benefit of bondholders."

Shaw *vs.* Norfolk Co. R. R., 5 Gray, 162.

N. J. Co. *vs.* Ames, 1 Beasley, 507.

That the trustee is the proper party and that his acts would bind the *cestuis qui trustent* may, therefore, be assumed, and has expressly been decided by this court in this case when brought up in another form. (4 Otto.)

It is further to be considered that in this case the bondholders, viz., Alexander *et al.*, who were the original plaintiffs before their bill was consolidated with that of the trustees, consented to the decree, and they are now appellees sustaining the same.

Where, however, the trustee or the person having the legal title is acting in such a manner as to defraud the *cestuis qui trustent*, the court will allow them to be made parties so far as it may be necessary for the protection of their interests. As was said by this court in Bronson *vs.* La Crosse Railroad Company, 2 Wall, 302:—

"It is insisted, however, that the directors of this company refused to appear and defend the bill filed against them, and for the fraudulent purpose of sacrificing the interests of the stockholders; and hence the necessity as well as the propriety and justice of permitting the defense by a stockholder in their name.

"Undoubtedly, in the case supposed, it would be a reproach to the law, and especially in a court of equity, if the stockholders were remediless, but in such a case, the court in its discretion will permit a stockholder to become a party defendant, for the purpose of protecting his own interests against unfounded or alleged claims against the company; and he will also be permitted to appear on behalf of other stockholders who may desire to join him in the defense. But this defense is independent of the company, and the stockholder becomes a real and substantial party to the extent of his own interests and of those who may join him, and against whom any proceeding, order, or decree of the court in the cause is binding and may be enforced. It is true, the remedy is an extreme one and should be admitted by the court with hesitation and caution; but it grows out of the necessity of the case and for the sake of justice and may be the only remedy to prevent a flagrant wrong."

In Masterson *vs.* Herndon, 10 Wall, 416, it was held that when the decree is joint, all parties must join in the appeal; but it was stated that when one of the parties upon request refuses to take the appeal the other would be allowed to do it.

In no case, however, has it ever been pretended that the appellant in a case like this would be allowed to be made a party, except to act *pro interesse suo*, and the intimations in both Bronson *vs.* La Crosse Railroad and Sage *vs.* The Railroad Company are clearly to the effect that he would not.

(2.) Considering, therefore, the appellant as having the right to that extent, and no more, how could $200,000 of bondholders (or $142,000, which the proceedings show to have been the holding of appellants at that time) ever be allowed to attack a decree made by the court under the construction placed by it upon a clause in the mortgage unless they allege or prove facts which would amount to collusion or fraud on the part of their trustee? If in every case, when a few of the bondholders desire to attack a decree, consented to by their trustee, and duly made in open court, after a long litigation, they are allowed to be made parties, to take an appeal, and to be heard on all conceivable technical objections, when is the right to end, and what decree will ever be safe? In fact, what limit can be placed on the danger that would ensue if one having an interest, but not a necessary party, can lie by, with full information, without applying to be made a party, until after decree has been made, and then, if dissatisfied, appeal, even on technical grounds, from the decree which he has never taken the trouble to shape. The advantage of the strict rule, that no one, not a party, at the time of decree, can appeal from it, is at once apparent, and, if any real injury has been done, it would not be remediless for a bill of review, or original bill, in nature of a bill of review, would give a full remedy, and from any decree in such bill, he would have his right of appeal. The opinion of this court in 3 Otto shows distinctly the defendants' *laches*.

Out of the delay of litigation enough trouble arises. But this is known by lawyers to be unavoidable. When, however, to the delays inseparable from ordinary legal controversy, is superadded the possible accumulation in every case of innumerable parties who may be waiting for their own purposes to detect flaws in the proceedings, and thereby raise a new controversy, they would be insufferable. The appellants' position here is an ample illustration of this. The decree was made over three years ago. The sale under it was not made, owing to delays interposed by the appellants, until July, 1877, and it was by the terms of the decree, made for the benefit of the first mortgage bondholders, and yet, to-day, no conveyance has been made under it, and everything has been kept in *statu quo*, owing to a subsequent appeal, taken by these very same parties, alleging the very same grounds substantially as those taken in the first appeal. No fraud or collusion, no want of information, has been or could be pretended. A decree, assented to by their own trustees, in the interest of peace, and to avoid controversies; a decree, which, by the rights it conceded to second mortgage bondholders, more imaginary than substantial, avoided all practical difficulties in the way of redemption from adverse parties (although to conform to the Iowa statute their right was expressly given by paragraph 7 of the decree), is sought to be set aside, because certain minor interests have been allowed by the trustee and the court subordinate privileges. The first mortgage bondholders are to have the controlling interest and power of management in the corporation, to be formed in such manner as the majority of them shall indicate and provide.

Further, it is quite clear from the statement made by the judges of the court, and found in page 1202, that this was, in effect, a decree by consent.

No principle of law is clearer than that a decree by consent can not be appealed from, and this notwithstanding that the appellant was misrepresented in his consent being given. His remedy then being by bill of review.

Nowhere is this more clearly shown than in Terry *vs.* The Bank (2 Otto, 454), where the court says:—"The foundation of the appeal is that the case has been deserted and a decree entered in violation of express instructions, but the motion could not be considered. If appellant desired to place his case where the court could review those acts, he should have filed a bill of review, supported by affidavits. As it stood, his motion was unsupported by anything but his own affidavits. So, as to alleged errors in Master's report which were not filed till after confirmation and a final order of distribution, the court can not review these reports on exceptions taken after that and urged here on appeal. If, as alleged by appellant, he was defrauded by counsel, he must sue them for what he has lost by their fault. If he desires to set aside the decree, on account of fraud, the proper remedy is by bill of review."

The case of Pacific R. R. Co. of Missouri *vs.* Ketcham, 5 Otto, enforces the same principle. There the court say:—

"Appeals in equity are heard upon pleadings and proof in court below. No new evidence can be adduced and pleadings can not be amended in this court. In this case, pleadings fail entirely to disclose defense which appellant now seeks to make, and it does appear, affirmatively, that the original decree was by consent. Although the sale was, in form, to attorney of appellant, it was, in reality, to bondholders, in whose interest foreclosure was had. No irregularities in sale itself, except this, are now complained of, and none whatever were insisted upon below." And we would also refer, in this connection, to Thompson *vs.* Maxwell, 5 Otto, 391.

Here there was no such case as in Terry *vs.* Bank. The utmost that could be alleged was that the trustees rightly used their own discretion instead of obeying instructions of a few bondholders who chose to write to the trustees, instead of intervening, as they should have done, prior to decree.

There was no obligation, whatever, on the trustee to comply with these instructions, and they were right in consenting as they did to the decree desired by the majority of their *cestuis qui trustent.* The trustees' error has been since in too much consulting the wishes of the appellant minority. Even had the trustees had no discretion and been bound to represent the caprices of all the bondholders, yet after decree was entered appellants' only remedy would have been a bill of review. Even if the case were different from what it is, in the matter of consent, it would not help the appellants, for the decree is based on the master's report, to which there are no exceptions, and which can not, therefore, be assailed.

It is not denied that these appellants have a remedy against the trustee, if it is acting fraudulently. Without, however, some such allegation, they ought not to be heard here, and then only so far as it would be necessary to protect their interests from a fraudulent attack upon them. Assuming, however, that they can be heard at all, what are their grounds for attacking the decree?

1. It is alleged that the court erred in making the orders directing the payment of certain preferred creditors on the 21st of October, 1875. Now, if the mortgaged premises were to be sold as an entirety, the propriety and justice of these orders is unassailable. If any portion of the premises proposed to be sold as one be incumbered with a lien, the purchaser must assume the lien, or the lien be paid from the price. Now, owing to the peculiar form of purchase provided for under the form in the mortgage, there was no alternative to an assumption of the liens on the cars, locomotives, &c., by the purchasers. Further, the wisdom or unwisdom of the inclusion of the property covered by these liens in the property to be sold under the mortgage, and the sale of the whole as an entirety, and not in parcels, is hardly the subject of appeal, since such matters are considered and treated as a matter of sound discretion.

This discretion a court of equity is bound to use within the terms laid down in the mortgage to make the mortgaged premises bring the highest and best price—and such discretion can not be the subject of review.

Suppose it were now even to be shown that in the three years since October, 1875, the decline in value of cars and locomotives had become so great that it would be for the interests of purchasing bondholders to forfeit the amount paid on the purchases, and return the cars and locomotives and purchase new ones. Would this or could this be a ground for reversing the discretion of a chancellor exercised at the time of decree, including this property with the mortgaged premises in the foreclosure? Clearly the only remedy, if the chancellor erred in this exercise of this discretion as to mode of sale, would have been a bill of review, in which such facts as might have, if raised, changed his judgment as to the manner and extent of foreclosure would have been set forth.

And if the power contained in the mortgage for a purchase by the trustee for the bondholders was to be exercised at all, it was absolutely requisite that the entire premises, estate and property conveyed by the mortgage, should be sold as an entirety.

The orders complained of can also be sustained as made for payment of the liabilities of the receiver. When the court appointed a receiver and took possession of the road and appurtenances, including its rolling stock, a part of the property coming into its hands were the very cars, locomotives, &c., which were subject to these special agreements, to carry on the working of the road; and as the receiver had, as found by the court, been obliged to use this rolling stock, but had, until this order, made no payments of installments, the installments or rental falling due during the receivership were certainly receiver's obligations, and there was no alternative as to the whole contracts, but for the court to order the receiver either to carry them out or to surrender the articles. In its good discretion, the court chose the former alternative. In the present case the liabilities it provided for were very moderate in amount, are, apart from their being contracted by the receiver, their lien was established.

But it seems to us clear that, as debts contracted by the receiver under the order of the court, the same were entitled to priority, apart from any other question with regard thereto.

While recognizing fully the great dangers possible to property from the application of this principle, which subsequent events in the history of this road not now before the court forcibly illustrate, we yet see no other possible legal conclusion than that the debts contracted by the receiver in the operation of a road rightly in the hands of the court under process must, from the very nature of things, be a lien prior to any involved in the proceedings before the court. That is, while if the foreclosure is on a second mortgage leaving the first undisturbed, the receiver's debts would be prior only to the second mortgage; in a proceeding on the first incumbrance, their priority must be absolute. On principle, this seems perfectly clear—the holders of the first incumbrance have come into equity seeking its aid, thus submitting themselves to the cost and responsibility of the process of that court, and the receivership is but an outgrowth of the court and its officers, and its debts and liabilities of the costs of suit. The possible enormous charges that may thus acquire priority over vested interests is a strong argument for prudence and caution on the part of courts of equity in the exercise of such powers and for a strict control by such courts over the expenditures of receivers, and possibly the case is one where legislative interposition for the regulation of this power and the prevention of its possible dangers is called for; but that the receiver's obligations, duly authorized, must be adjudged a prior and paramount lien with the limitation mentioned above can be questioned neither on principle or authority. We may briefly refer to a few out of many cases where they have been thus recognized.

Stanton *vs.* Alabama & Chattanooga R. R., 2 Woods, 506.
Kennedy *vs.* St. Paul & Pacific, 2 Dillon, 448.
Meyer *vs.* Johnston, 53 Ala., 237.

It seems also to have been already decided by this court that there is no appeal as regards these orders of October 21st. (Sage *vs.* R. R., 6 Otto, 712.) They were not made the subject of first appeal, and the court has decided the second appeal can not apply to them.

2. Another ground assigned for error is the substitution by the court by a special order (page 1 of smaller record) of the *Public* newspaper for the *Financier*, in which among other journals it has by the original decree been ordered that the sale should be advertised. The reason, propriety, and even necessity of the change were obvious—in fact there was no change, except in name, the *Public* having been merged in the *Financier*. It would seem almost useless to

cite authority to show that such a change was in the discretion of the court below, and not the subject of error or appeal; but we may briefly refer to—

Tilton *vs.* Cofield, 3 Otto, 163.

"Allowing amendments is incidental to the exercise of all judicial power, and is indispensable to the ends of justice. Usually to permit or refuse rests in the discretion of the court, and the result in either case is not assignable for error. This subject was fully examined in Tiernan's Executors *vs.* Woodruff, 5 McLean, 135."

"It has also been held upon full consideration that 'courts have the power to amend their process and records, notwithstanding such amendments may affect existing rights.' Greene *vs.* Cole, 13 Ired. Law, 425."

And The Tremolo Patent, 23 Wallace, 518.

3. Another class of appellant's assignments of error relate to the question of redemption under the statutes of Iowa.

The additional assignments seem to assert that these rights are denied by the decree. It is hard to see how this assertion can be made, since by the express provisions of the seventh clause of the decree the rights of redemption are expressly preserved. Although it might seem by the tenor of the first paragraph that it was the intention of the decree to deny any right of redemption, yet the general language of the first paragraph must be overborne by the direct and positive provisions contained in the seventh paragraph.

Further, we contend that even if the case stood on the first paragraph alone, the appellants would have no ground of complaint, and could not sustain their apeeal on this ground.

a. The appellants are first mortgage bondholders, and can have no interest in redemption. If any parties could complain of the alleged denial of this right it would be the stockholders or subordinate creditors. They are not appellants. The provision made for them by the wise discretion exercised in the fourth, fifth, and sixth paragraphs of the decree has obviated the possibility of any of them claiming the right of redemption, and all the difficult questions which might arise on their attempted exercise of such a right disappear by their ready acceptance of the subordinate interests supposed to be given them. It would be extraordinary if, when the stockholders and subordinate creditors consented to the decree, willingly waiving any right of redemption in consideration of the other privileges given them, some of the first mortgage bondholders could be heard to complain that the right of redemption was not rigorously maintained against themselves.

b. The laws of Iowa as to redemption can have no relation or application to such property as a railroad, when the vital thing sold is the franchise to which real and personal property are both attached.

The statutes of Iowa relate clearly to real estate only.

This distinction is so well and clearly set forth in the recent decision of Mr. Justice Harlan, in the case of Turner *vs.* Bloomington and Western R. R., decided in the Circuit Court for Northern District of Illinois, and the District of Indiana, that it is quite sufficient for the purpose of this argument to make a few extracts from the report of his decision.

The decree in that case was—

"And it is further ordered and decreed that the said mortgaged property be sold without appraisement and without reference, and not subject to any law or laws of the State of Illinois or Indiana conferring rights of redemption from mortgage sales."

The terms of the statutes of Illinois and Indiana do not differ from the Iowa statute in any essential point. The recent decision of this court, in Brine *vs.* The Insurance

Company, was before Mr. Justice Harlan, and fully considered by him, and determined not to apply to the case of a railroad mortgage foreclosure. He said in his opinion:—

"If the present case is covered by the decision of the Brine case, then the decree of July 18th, 1878, must stand, otherwise not. The fundamental question, therefore, is, whether the redemption laws of Indiana and Illinois, prescribing the time within which real estate or lands may be redeemed after sale, embrace an ordinary railroad corporation which covers the entire property, rights, and franchises of such railroad."

* * * * * * * * *

"Now the court knows judicially that to attempt to apply those execution laws of Indiana, so far as related to the personal property of a railroad corporation, and to apply the redemption laws as to real estate to so much of its property as is real estate, and whereas the redemption clause was made in the interest and for the benefit of debtors, the result of such an application would be not simply to destroy the interest of the debtor, but to place the property in such a condition that it can not be redeemed as an entirety by the railroad company, to be operated for public purposes.

"I do not doubt, therefore, that it was never in the minds of the framers of the Indiana statute to embrace in the redemption clause, giving the right of redemption as to real estate, to the property of a railroad corporation where that property is sold under a mortgage, which does not cover simply the real estate, but covers all of its property, personal and real, including the franchises.

"And not only because the contract of the parties authorized the mortgage to be made in this way as an entirety, but public policy would induce a court to lean against any construction of the statutes of such State as would virtually destroy the value of these mortgaged securities and destroy the interest of the railroad companies themselves, and, more than that, overturn the very purposes for which the railroad company was organized by the legislature."

And as to the Illinois law, the court say:—

"Now the same considerations that I have already adverted to as applicable to the existing law of Indiana would seem to lead to the same conclusions as to the statute here, that, as this line of railway in the State was put under mortgage by authority of its charter and the general law of the State, the mortgage covering all of its property, both real and personal, as an entirety, and, as it is to the interest of the debtor as well as of the public, that when the sale takes place it be sold as an entirety, and not a part of it sold for cash, and part of it sold with a right of redemption; not sell the Indiana part with a right of redemption to redeem in twelve months, and sell the Illinois part with a right of redemption extending three months after the twelve months in favor of the judgment creditor, but to construe the statute as not intended to embrace a mortgage of corporate property covering the personal property and real estate, including the franchise of the corporation; but that it was only intended to give the right of redemption from the sale of land or real estate owned by private individuals, ownership of which was not connected with any public purpose."

4. The remaining assignments of error may all be treated together as referring to what is the really vital element in the decree, viz., the direction to the trustee to purchase the mortgaged property as an entirety, under the power contained in the mortgage, for the benefit of all the bondholders, with a secondary provision for subordinate interests, and the confirmation of the sale made to the trustee accordingly.

The fourth assignment as to outside parties being compelled to pay in a certain amount in cash, which was not required of the trustees bidding under the power, and the other matters embraced in the first, second, third, fifth, and sixth assignments to the original decree and the third and fourth assignments in second appeal, all amount to the same thing. They assail the general scheme of the decree. If it holds good these assignments amount to nothing.

If the trustee bids for all bondholders who are forced to come in *pro rata* to the new corporation, there is no occasion for it to bid more than enough for expenses, while of any competitor, who would have to virtually pay the whole amount of bonds, it is but reasonable to ask a large deposit.

What is more usual in any ordinary foreclosure than for the mortgagee, if a purchaser, to have a special return so as to avoid his money going into court, while a stranger must pay all in?

The sale as an entirety, found by the court, in the sixth paragraph, to be a necessity, rendered necessary the provision made in the eighth clause for the class of claims therein mentioned, and the principal of which, established by the orders of October 21st, 1875, have been made the subjects of special assignments of error which have been already considered.

The real question, therefore, comes to this, Is the provision made in the fifth clause of the decree a fair and conscionable compliance with the power contained in the mortgage, or is it so strained and distorted that it is to be treated and considered as a fraud on the power? It is one or the other. The court in its discretion, based on the facts deduced from master's report and the expression of the wishes of bondholders therein contained, found the facts to exist for the exercise of the power—and equally in its consideration and discretion fixed the manner for the exercise of the power thus to be put in action, and the terms and conditions of its general application, subject to the subsequent approval of the majority of bondholders, which has since been had, and the confirmation of the court, which has since been also given.

If the power is given, and if the exercise is within its terms or meaning and the discretion has been fairly exercised by the chancellor, advising and directing the trustee in carrying into effect the desires of the bondholders, who are the true donees of the power, then there is no ground for appeal, and the decree must be affirmed. A reversal must be on the ground that the attempted exercise of the power has departed so widely from the power as to be a fraud on it, by attempting to carry out under it a plan so different from its purpose as to be irreconcilable with it.

To arrive at a just conclusion on this point, the first thing to be considered is the object or intent of the power,—what the danger or mischief was which its insertion in the mortgage was intended to remedy or guard against. When we arrive at a comprehension of this, it seems to us to become apparent that it is the power itself which is the real object of hostility, and that the decree is attacked not because of its not carrying out the intent and object of that power, but just because it carries out that intent too faithfully.

No mischief has become more clearly apparent to the holders of bonds, constituting part of a large issue secured by a common mortgage, than the danger of sacrifice they run at a foreclosure sale, from the difficulty of combination between holders of relatively small amounts of bonds, to protect themselves at a sale, and the impossibility of protecting themselves at such a sale without a combination, owing to the amount of money compelled to be furnished being too large for the means of any ordinary bondholder. Thus it had become a crying evil that at such foreclosure sales too often the property was bought in by a combination of speculators, far below its value, and the interests of bondholders sacrificed.

A clause was inserted in the first mortgage, intended to guard against this evil, which will be found on page 38 of printed record, and is as follows:— * * *

"And it is further covenanted and agreed by and between the parties hereto, that in case of any judicial foreclosure sale or other sale of the premises embraced in this mortgage under the decree of any court having jurisdiction thereof, based upon the foreclosure of this mortgage, and the holders of a majority of the then outstanding bonds secured by this mortgage shall in writing request the said trustee, or their successor, they are authorized to purchase the premises embraced herein for the use and benefit of the holders of the then outstanding bonds secured by this mortgage.

"And having so purchased said premises, the right and title thereto shall vest in said trustee, and no bondholder shall have any claim to the premises, or to the proceeds thereof, except for his *pro rata* share of the proceeds of said purchased premises, as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby, and that said trustee may take such lawful measures as deemed best for the interest of said bondholders to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage. Said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage shall in writing request or direct. And the said trustee so purchasing shall thereupon reconvey the premises so purchased by them to said new company or corporation."

The very intent and object of this clause is to guard against the competition which the appellants so much desire, and secure the common interests of all the bondholders against any faction, either of bondholders or outsiders. It prevents the necessity of any cash whatever being contributed by the bondholders, except, perhaps, for necessary expenses, by compelling all bondholders to come in under the purchase, and rendering it unnecessary to provide, in cash, for the proportion of non-assenting bondholders. The intent of the provision is so transparent in this respect, and its wisdom so clear in the light of experience, that the mere statement is enough to show the futility of all the objections of the appellants, except one, viz., that which we understand to be made by the first assignment of error as to the provision for subordinate interests in the decree. This we concede to be important enough to require separate treatment, but the other objections seem to us as virtually against any exercise of the power.

The very object of the power was to prevent a sale for cash, which was what the appellants demanded, and desired the trustees to appeal, unless it was conceded. (Page 1195 Record.) Equally did action under this power require the court to provide as it did for all specific liens which had a priority by making the purchase subject to such liens; this has been above demonstrated to be necessary, the sale being of the mortgaged premises as an entirety, and to give an opportunity for the exercise of the power they could not be sold otherwise. As to the request, the master's report and the decree of the court found a state of facts such as fully amounted to such a formal request, and the court's determination of the existence of this request, and desire of the majority of the bondholders has not been, and could not be made, the subject of exception. Then the state of facts to call into exercise the power being found to exist, why should not the power, its proposed exercise, and the direction and advice of the court to exercise it, be placed upon the decree? It is respectfully submitted that it would have been a just ground for complaint if this had not been done, and the whole scheme for purchase, &c., been left, without recognition in the decree, for outside action. Intending purchasers or a non-assenting minority of bondholders might have had ground for complaint, had the decree been made in the ordinary form, with no mention of a direction for the use and exercise of this power. The allegation that the decree in this respect does not follow the pleadings seems to us trivial. The mortgage was appended to the bill, and equitable relief was prayed such as the trust deed or mortgage rendered proper. The master's report, as well as the several petitions, shows the wishes, desires, and requests expressed by the bondholders, so that the character of relief sought to be given by the decree did in every essential particular appear by the pleadings and the record.

It seems to us, therefore, that the only objection having even an appearance of plausibility is the one above referred to with regard to the recognition of subordinate interests. Now to answer this objection, it is necessary, first, to clearly state it, which is not done in any of the assignments of error. As we understand the objection made, it is that by the power given by the trust deed, the purchase must be not only in the words of the instrument, for "the use and benefit of the holders of the then outstanding bonds secured by this mortgage," but for their exclusive use and benefit, and that the subsequent clause, that the new corporation "shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of such bonds shall request, &c.," is to be construed as limited by the previous clause construed in the exclusive manner above mentioned. So that the case, according to this theory, would be like that where a power is given, for instance, to appoint among children, and the donee of the power should undertake to appoint to a stranger.

Now it seems to us clear that this narrow and literal construction (that is, literal as to one part) is erroneous, and tends to defeat the very object and spirit of the power. The object of the power is apparent: it is to prevent the delay of long litigation between adverse interests, the danger of a sale for cash, and the delays of a right of redemption, if such a right should exist, by procuring a speedy sale, at which the interests of all the bondholders should be protected, and a prompt re-organization in a new company, whereby the delays and expenses of appeals, receiverships, and redemption should be avoided. But if the privilege of uniting under the power in a common scheme is confined to one class of creditors only, the good sought to be accomplished is still far off, and only one class of dangers, that from factions among the first mortgage bondholders, obviated. A contest with second and third mortgage bondholders, floating creditors, and stockholders would still be impending, with all the delays and expense sought to be prevented. Further, there were three mortgages, in all of which the trustees were the same, and all containing a like clause as to purchase and re-organization by the trustee for bondholders. Are these to be construed as each imposing distinct and independent duties, and must the trustees, dividing themselves in three, look under each only for the benefit of the particular respective class of *cestuis qui trustent*, and can not they read the three trust deeds together as constituting part of a common scheme? Is not this emphatically a case where the construction should be "*ut res magis valeat quam pereat?*" Now turning to the words of the power, are not the subsequent words, "that the new company shall be organized upon such *terms, conditions,* and *limitations,* and in *such* a *manner* as the majority of first mortgage bondholders shall direct," intended to give just this liberty of including subordinate interests in the reorganization for the furtherance of the general aim. The purchase must be for the use and benefit of the first mortgage bondholders, but there are no exclusive words. And the majority are expressly empowered to fix the terms and manner of reorganization with the widest power that it would seem words can give. Are they then to be held prohibited from such a recognition of the subordinate interests in the reorganization as will be manifestly for their own advantage? The advantages to the first mortgage bondholders of the admission to a qualified interest in the new corporation of the lower class of creditors, &c., are quite apparent. First, the question of the right of redemption, confessedly a difficult one, which it was thought necessary to guard by a formal provision in the decree, is readily got over, since the subordinate interests would in any case renounce and have in the present instance willingly relinquished, a right which, if they possess it, is more injurious to others than beneficial to themselves, in exchange for the interest given them under the purchase. This would assure to the purchasers a clear and indisputable title at least a year earlier than it could otherwise be secured. The dangers of a prolonged contest, ending with appeals by the subordinate interests, are also avoided by their inclusion; and the still greater benefit is obtained by such a re-organization as planned in the present case, that by still keeping a class below the first mortgage bondholder they impose upon the subordinate interests the task of maintaining and keeping up the road, &c., which otherwise would fall on themselves. And even if there was an erroneous exercise of discretion it could not be controlled by chancery if within the power, still less could it be the subject of appeal. It may further be remarked that in the scheme for re-organization presented to bondholders by these very appellants, general results, not unlike those provided for in the decree, are sought to be arrived at, although not under the power. Now let us look at the provisions as to the exercise of the power provided for in the fourth and following clauses of the decree. The court ascertained by the master's report the wishes of the bondholders (and their wish in this respect was confirmed by formal written requests to the trustees by a majority), and then proceeded to guide the exercise of the power in general terms, so that, first, the property should be purchased by the trustee at no expense beyond the necessary costs; second, that conveyance of the same should be made to the trustee for the various trusts indicated; and, third, the re-organization in a new corporation, in such manner as the first mortgage bondholders, by a new action, should approve, in which these first mortgage bondholders should hold the controlling interest and power of management, and the later interests stock of a lower class without power of management. Now the first of these provisions, the sale and the purchase by the trustee, has been carried into effect under the order of the court; the conveyance and re-organization have been checked by the second appeal.

Now, so far as this order is in the discretion of the chancellor advising the conscience of the trustee in the execution of his trust and aiding in the execution of the power, it is clearly not appealable. The only ground for appeal must be if the chancellor has so misconstrued the instrument as to have ordered the trustee in the assumed execution of the power to perpetuate a fraud on it. Now, on principle, we think we have made it clear, that, so far from doing this, the court have, with a wise and liberal judgment, given a true construction to the whole trust, rightly interpreting the provision that the purchase is to be for the use and benefit of the first mortgage bondholders by the clause that the new company is to be organized on such terms and in such manner as the bondholders shall direct. In fact, the very words, "terms, conditions, and limitations" would seem to show the expected existence of more than one class of persons interested in the purchase. Why should limits and conditions be needed if there were but one class of stockholders to be considered, having exactly similar interests? If we turn to authority, while we concede this case to be in great measure one of the first impression, yet we think there are not wanting precedents which throw light on the principle by which the power and its exercise are to be construed.

First, let us see what this power is. It is a power created by convention of the parties, not by operation of law.

It is a power given to those interested, not a naked power,—a power appendant to the interest, one given to the *cestuis qui trustent*, not to the trustee, for the discretion is that of the bondholder, the trustee's act in the purchase is a duty rather than a power.

Now, for each of these reasons, is a greater liberality of construction to be given to the power.

Sugden on Powers, 46.

Under Mr. Sugden's classification this power is clearly a power appendant, to be exercised by the donee for his own benefit, which is another reason for a more liberal construction of it than if it were to be used for the benefit of another.

In Taylor *vs.* Benham, 5 Howard, 233, this court adopted the principle of construction that "in case of a power coupled with an interest, courts are inclined to hold its duration and quantity commensurate with the object to be accomplished."

In the case of Williams *vs.* Peyton, 4 Wheat., 77, the court drew the distinction that while in case of a naked power not coupled with an interest, the law requires that every prerequisite to the exercise of that power should precede it; the rule as to powers coupled with an interest is more liberal. In such cases, as held in Piatt *vs.* McCullough, 1 McLean, 69; Bright *vs.* Boyd, 1 Story's C. C. R., 478, the court will aid a defective execution of a power.

But in all cases courts will lean in favor of the execution of a power when it can be supported.

Warner *vs.* Howel, 3 Wash., C. C. R., 12.

Segee *vs.* Thomas, 3 Blatchf., 11.

In Naglee's Estate, 52 Penna., 154, it was held, even as to a naked power, that a court will not control the judgment of trustees confirmed by a will as to the time for division of an estate, but their opinion conscientiously exercised was held to be the only test of propriety of the time for the division.

McFadden *vs.* Drake, 79 Penna., 473, was a case where a power was given, in the instrument creating the trust, to a trustee to sell and convey as the married woman, the beneficiary of the trust, should appoint. The married woman and her husband conveyed the property without the trustee joining in the deed. The conveyance was held a good execution of the power; the power given to the trustee being treated rather as a duty, while the power given to the married woman, being coupled with an interest, was the vital and substantial power. So we contend the power given here to the bondholders is the vital and real power, and the trustee's duty rather ministerial, to carry out the discretion exercised by a majority of the *cestuis qui trustent.*

In Williams' Appeal, 73 Penna., 285, the court, sustaining an opinion given by Judge Strong, held, "That a court of equity does not interfere with a discretion reposed, except in cases of clear abuse, when the court can conclude that the donee of the power is acting in fraud of it."

So Perry lays down (Perry on Trusts, page 457, section 511):—"If trustees exercise discretionary power in good faith and without fraud or collusion, the court can not review or control their discretion."

So Hill (Hill on Trustees, 482):—"Courts will not in general assume the exercise of discretionary powers vested in trustees or interfere to control the trustees acting *bona fide* in the exercise of their discretion."

So Lord Hardwick said, in Gower *vs.* Mainwaring, 2 Ves., 89:—"Whenever there is a trust or power, whether arising on the legal estate or reserved, to be exercised by the trustees, based according to their discretion, I do not know how the court can put themselves in the place of these trustees to exercise their discretion." Here the discretion has been exercised by the *cestuis qui trustent,* the power arising on their equitable ownership, and the chancellor has guided the trustee in carrying into effect the power thus exercised. It would be unheard of for an appellate court to reverse this action and strike down the exercise of the power thus made.

And *vide*—

Buxton *vs.* Buxton, 1 M. & C., 80.

Pulpress *vs.* The African Church, 48 Penna., 204–210, is another strong case in support of our view. There was a bequest for distribution of funds among the colored churches of Pittsburg. The court refused to interfere with a discretionary exercise of the power giving all the funds to one church.

A further distinction must be borne in mind as to the reasons for which the exercise of a power may be held fraudulent and therefore void, that is the distinction between appointments void at law and void in equity. (Sugden on Powers, 606.) The exercise of this power, if bad, must be because void at law from a discrepancy on the face of the appointment. It is not fraudulent in equity, for there is no concealment, or private bargain, or fraud in fact, or corrupt motive in the exercise of the power pretended or alleged. The doctrine of illusive appointments, which are *quasi* fraudulent in equity, seems never to have prevailed in this country, and even that virtually exploded doctrine can not have any application to the present case.

The exercise of the power is either good and valid, or it is bad, because, deliberately, in good faith, in a full exercise of discretion, and openly on the face of the record, the majority of the *cestuis qui trustent*, the trustees, and the chancellor have concurred in making a small subordinate provision for the later interests, which provision it was clearly for the interest of the first mortgage bondholders to concede, and which was granted for that reason.

R. L. ASHHURST,
J. C. BULLITT,

Of Counsel for Alexander et al., bondholders, original Complainants; for the combined Committees of First and Second Mortgage Bondholders, and for the Railway Company Defendant.

In further support of the argument in our brief as to the liberal construction to be given to such powers and their exercise, we would also refer to the case recently decided by this court of Markey *vs.* Langley, 2 Otto, 142. This court there expressed widely different ideas of the duties of a trustee for sale, &c., under a mortgage from those urged on the part of the appellant.

They say (page 155), "A mortgagee under such circumstances is a trustee for the benefit of all concerned. He must regard the interests of others as well as his own. He should seek to promote the common welfare; if he does this, and keeps within the scope of his authority, a court of equity will not hold him responsible for errors of judgment, if they have occurred."

And on page 154, "When a power coupled with a discretion has been exercised, a court of equity, in the absence of fraud, rarely interferes. In this case the mortgagees were authorized to sell for cash or credit. This gives them authority to do either or to combine them."

And cite with approval the opinion in the case of Mahone *vs.* Williams, 39 Ala., N. S., 202. "The question is not so much whether there has been a literal and technical, or a fair and reasonable compliance with the terms of sale, and a *bona fide* disposition of the property. His duty as a trustee (under a mortgage) required an advantageous sale of the property for the benefit of all the parties interested."

We would also refer to the case of Ketcham *vs.* Duncan, 6 Otto, 659, with regard to the propriety of a decree making special provisions for purchase on behalf of the bondholders, and to carry out a scheme of re-organization. In that case the decree below referred to the bondholders' and creditors' agreement, called the agreement of re-organization, and made special provision as to the rights of those coming in under such agreement with regard to the purchase. (See page 673.) It is true that on page 672 the court expresses some question as to whether there would have been a right in that case to decree a strict foreclosure, which the appellants then seem to have desired, or to make an order for the trustee to purchase for the benefit of all the lien creditors, but in that case there seems to have been no such power as in the case now before the court.

Supreme Court of the United States.

Russell Sage, *et al.*, Intervenors, *Appellants*, *vs.* **The Central Railroad Company of Iowa**, *et al.*, *Defendants and Appellees.*	*Nos.* 175 *and* 570.

BRIEF

For The Farmers' Loan and Trust Company, Trustee,
Appellee.

STATEMENT OF THE CASE.

On the 2nd day of June, 1874, Charles Alexander, and others, filed their bill in the Circuit Court of the United States for the District of Iowa, against The Central Railroad Company of Iowa, and The Farmers' Loan and Trust Company, Trustee, for the foreclosure of three mortgages, all made by the railroad company to the trustee, the first dated September 9, 1869, to secure bonds to the amount of $3,700,000 ; the second, dated April 15, 1871, to secure bonds to the amount of $925,000 ; and the third, dated May 15, 1872, to secure bonds to the amount of $500,000, and over.

The bill alleged, among other things, that the complainants mentioned therein were holders of first mortgage bonds, and were a committee appointed by a meeting of holders of first and second mortgage bonds to commence the suit for the benefit of themselves and others similarly situated.

It also alleged the execution of the mortgages, default in the payment of the interest, and a refusal on the part of the trustee to foreclose, after a demand on the part of the complainants for them to do so (Transcript of Record, No. 175, p. 1).

To this bill the Railroad Company demurred, July 16, 1874 (p. 18).

The Farmers' Loan and Trust Company, Trustee, appeared and answered, September 30, 1874, denying the demand for foreclosure, as alleged in the bill, praying instruction, alleging its readiness to foreclose, if so advised by the Court, etc., (p. 40).

The Court overruled the demurrer of the Railroad Company, and, with the consent of the then complainants, dismissed the bill as to the trustee, giving the trustee leave to file a new bill as complainant, which was at once done, October 14, 1874 (p. 42).

This bill was consolidated with the bill filed by Alexander and others, and made the sole bill in the cause, October 16, 1874 (p. 66).

The Railroad Company demurred, January 4, 1875, to the bill filed by the trustee (p. 69).

The trustee amended its bill January 30, 1875, striking out certain unnecessary allegations, and making certain judgment creditors defendants (p. 74).

The Court overruled the demurrer of the Railraod Company, with leave to answer, March 2, 1875 (p. 75).

The Railroad Company answered, March 25, 1875 (p. 77).

To this answer the complainants filed a replication, March 30, 1875 (p. 80).

During the pendency of the action, four orders or decrees were made for the payment of certain sums of money by the receiver, which orders now form the subject of the intervenors' second appeal, No. 570, which this Court has ordered to be heard at the same time with No. 175. These orders are all dated October 21, 1875, and are as follows:

I.—An order that the receiver pay Horace Abbott and others a certain balance of $44,769.78, with interest from April 1, 1875, due for four locomotives, which Abbott and others had rented to the Railroad Company, with the right to purchase, such payment to be in full for the purchase of the locomotives (p, 89).

The motion states (p. 85) that the petitioners owned the locomotives and leased them to the railroad, October 15, 1873, at a certain rate, and proposed that when the rent and all the payments made should amount to the cost of the locomotives, then the locomotives should become the property of the Railroad Company. A statement is furnished of the entire cost, deducting the amount paid, which shows the above sum to be the balance due (p. 88).

II.—An order that the receiver pay the Mowry Car and Wheel Works a certain balance due for 100 cars, not exceeding $47,031.74 (p. 228).

The petition states (p. 225) an agreement on the part of the Car Company to sell to the Railroad Company 100 cars, on certain conditions, made September 27, 1872, and also shows indebtedness to the above amount.

III.—An order that payment be made of $125,736, with interest, to John S. Newberry and others, (p. 233).

The petition states (p. 229) that the petitioners are trustees of the St. Louis & Northern Car Company, and as such, the legal owners of two hundred cars and the rents thereof; that September 1, 1873, the railroad company contracted with the car company for the hiring and ultimate purchase of the two hundred cars, &c. A contract was filed, (p. 231) made between Pickering, the receiver, and the petitioners, modifying the original contract.

IV.—An order that the receiver pay the Haskell and Barker Car Company a balance due, not exceeding $6,571.18, (p. 252).

The petition states, (p. 248) an agreement made between the car company and the railroad company, for two passenger cars and four baggage cars, &c.

Lewis M. Fisher was appointed a master, May 14, 1875, to report to the Court the amount of bonds issued and outstanding under each of the three mortgages set up in the bill, also whether they were legally and properly issued and sold in the

market for a valuable consideration, also how many bondholders (representing what amount) had expressed a claim for a foreclosure preserving the priority of the various liens as they then were, or might so express their preference before the making of the master's report, and how many had expressed, or might express before said report, a preference for the usual foreclosure and sale for cash, and to report such other and further information as would enable the Court to render a final decree in the cause, (p. 280).

Special Master Fisher, filed his Report and Exhibits, October 11, 1875 (p. 280). He finds, among other things, that under the first mortgage, bonds, to the amount of $3,700,000 were duly issued and sold, at an average of 89 cents and accrued interest, and were held by *bona fide* purchasers; that under the second mortgage bonds, to the amount of $900,000 were duly issued and sold at an average of 75 cents, and were held by *bona fide* purchasers; that under the third mortgage, bonds to the amount of $420,000 were outstanding, which were never sold, but were hypothecated to secure floating debts of the Railroad Company, at the rate of about 60 cents; that default had been made; that certain specified sums were due on the mortgages respectively; that the company had other debts and was hopelessly insolvent; that there were substantially two plans of reconstruction before the bondholders, submitted by the Boston Committee and the New York Committee respectively, and what their main features were, etc. The master also filed a supplemental report, October 15, 1875, (p. 1,079.)

October 14, 1875, the plaintiff filed a petition,

stating that Messrs. Buell, Lake, and Sage had deposited first mortgage bonds, to the amount of $148,500, and had demanded that the trustee procure a foreclosure and sale, and asking advice of the Court, &c., (p. 1,195). The communication from the said bondholders was simultaneously filed by the plaintiff. It is a demand that the trustee instruct its counsel to procure the ordinary decree of foreclosure and sale, and failing to procure the same, appeal to this Court, and if the trustee fail so to instruct its counsel that they be informed, in order that they may become parties themselves, (p. 1,196).

The decree of foreclosure and sale, from which the intervenors now appeal, was rendered October 22, 1875.

The present intervenors then, by letter, dated December 8, 1875, requested the complainant to take an appeal from the decree (p. 1200). They filed an appeal bond, December 24, 1875, in $20,000 (p. 1201).

The Circuit Judge denied the appeal, December 24, 1875, with leave for parties desiring an appeal to apply at the adjourned term of the Court in January (p. 1202).

January 11, 1876, the intervenors filed a petition for appeal (p. 1203).

January 13, 1876, they filed a motion to set aside the decree, with assignments of error (p. 1205).

January 14, 1876, the Court made an order, with a statement of facts (p. 1206), and fixed the bond on appeal in the penal sum of $1,000,000.

The intervenors did not file any bond in that amount.

February 21, 1876, the intervenors filed another petition for appeal, (p. 1209).

The appeal prayed for was allowed by Mr. Justice Miller, February 16, 1876, and a bond in $20,000, was approved by him to operate as a *supersedeas*, (p. 1211).

A motion was filed at the October, 1876, Term of this Court to dismiss the appeal and to vacate the *supersedeas*. The appeal was not dismissed, but the *supersedeas* was vacated.

3 Otto, 412.

The Special Master, appointed by the decree, made the sale as therein ordered, July 18, 1877; and the complainant, the trustee, as directed by the decree, became the purchaser of the mortgaged property, in trust for the bondholders, for the sum of $5,192,390, that being the amount of the first mortgage bonds, with interest, to the date of the sale. The facts appear in the Special Master's Report, filed July 27, 1877, (p. 1, Transcript of Record, No. 570).

The intervenors filed exceptions to the Master's Report, August 25, 1877, (p. 8).

The complainant moved to confirm the sale and approve the deed, August 29, 1877. On the same day the complainant made a report to the Court, that the sale had been made, that it had become the purchaser, that three new corporations of bondholders had been formed and had presented to the complainant their respective articles of association, and asking to which, if either, of these corporations the complainant should make conveyance, (p. 10).

The intervenors again, August 29, 1878, filed exceptions to the master's report of sale, being in substance the same that they had already filed, and also others (p. 12).

R. L. Ashhurst and others, a committee of bondholders, moved, August 29, 1877, for an order authorizing the trustee to convey to the Central Iowa Railway Company, (one of the three corporations mentioned in the complainant's report as above stated,) the property purchased at the sale, &c., (p. 14).

August 31, 1877, the Court made an order overruling the exceptions of the intervenors, finding as a matter of fact that the sale had been made in strict accordance with the decree, and confirming and approving the same, also ordering the conveyance by the special master of the property sold by him to the complainant, and approving the conveyance which the master had executed and presented in open Court, and ordering it to be delivered to the complainant to be recorded; and also appointing L. M. Fisher a special master to take the written request of the first mortgage bondholders, and their approval or disapproval of the terms, conditions, and limitations prescribed by the new company, to which they should respectively desire the property to be conveyed, &c., (p. 27).

On the same day, the intervenors filed a petition for an appeal from the four orders for the payment of money above recited (p. 26). The appeal was allowed, bond fixed at $1,000, and *supersedeas* refused, (p. 29). The bond was duly filed and approved.

The intervenors thereupon presented a petition for a *supersedeas* to Mr. Justice Hunt, of this Court, with a bond (p. 30), which bond was approved by him to operate as a *supersedeas*, September 17, 1877, (p. 32).

A motion in this Court to dismiss this appeal and vacate the *supersedeas* was denied.

6 Otto, 712.

ARGUMENT.

Mortgages like those before the Court in this suit, are said to be in some respects *sui generis*. They are made by railways, a class of corporations which have received from the sovereign authority high and peculiar privileges, and from Courts the judicial affirmance and enforcement of them. These corporations are not created merely for private emolument, but for the public welfare. Certain franchises, sovereign prerogatives, are delegated to them. The exercise of these franchises is a personal trust. (Messenger *v.* Penn. R. R., 7 Vroom, N. J., 406.) Courts and legislatures have given their aid in the proper exercise of these franchises.

Such corporations are permitted to pledge as security for indebtedness, to be created from time to time, all their corporate property, present and future, these very franchises, their right to exist, their right to build railroads, and everything acquired in pursuance of their franchises to carry them into practical effect.

To secure such a pledge, however, peculiar machinery is necessary, for the money is loaned by many persons, all of whom must be equally secured. It is essential that those making advances shall be protected, not only as against the corporation, but also as against each other. As there is absolute equality of interest so there must be absolute equality of right.

Hence the necessity of the intervention of the trustee. He must hold the security for the benefit of all, and when default occurs he must enforce the rights of the bondholders against the mortgagor, and also protect them from each other in case of disagreement. He must determine upon and carry out, under the advice and direction of a Court of Equity, what may be for the best interest of all.

The mere statement of the case makes it evident at once that the equitable rights of the bondholders are mutually dependent. What one bondholder might do, or might have the right to require the trustee to do for him, were no other parties to be considered, he may be prevented from accomplishing on account of the interests of others.

For a Court of Equity will, by virtue of its very nature, administer a trust of this kind in such a manner as may best subserve the real interest of all, and give such relief as may, in the largest measure, protect the interest of all; and no bondholder has a right to demand anything more, no matter what his equities might be, if they were entirely independent of those of the others.

Again, the bondholders may be expected to know what is best for them, and when a large number of them, representing very large sums, and not suspected of being interested in the schemes of opposing roads, unite in desiring any special course of action, it is plain that the authority administering the trust has here a most important element to be considered in determining the proper course to be pursued.

It is not claimed that a majority can deprive the humblest bondholder of any equitable right, but it is insisted that, when but a small minority, (as in the case at bar), is opposed to the action of the others, it will need strong evidence to show the Court that the vast majority are mistaken in their views of what is best for the interests of all.

In the present case, the affirmance of the decree of the Court below is desired by all those whose interests in the subject matter are junior to the lien of the first mortgage, so far as their wishes are known. On their part there is absolutely no dissent.

Such affirmance is also desired by the holders of ninety-four per cent. of the first mortgage bonds. In this estimate those are included who have not yet come forward as the holders of bonds, and who are therefore unknown. A very large majority of all have actually expressed their wish for such affirmance.

The reversal of the action of the Court below is asked for by the holders of about six per cent. of the first mortgage bonds.

For the intervenors only claim to hold some $200,000 out of $3,700,000 of first mortgage bonds, (p.1200), and in their statement to the complainant,

(p. 1196), they claimed to hold only $148,500. And the intervenors are the only persons whose dissent is known or suspected.

Leaving then the wishes of the junior interests wholly out of view, we have six per cent. in opposition to ninety-four per cent.

Nor is this strange, for the sale for cash which it is supposed the minority desire, would be destructive of the interests of the small holders who constitute the majority.

I.

This Court is not asked to affirm the decree of October 22, 1875, on the ground that it was entered with the consent of the trustee, and that therefore the intervenors are concluded. The trustee gave no such consent, and lest any misapprehension should exist on this point in consequence of anything contained in the statement of the Judges of the Court below, we desire to call the attention of the Court to the facts as shown on the record, and to a few authorities on the subject.

The Circuit Court has included in its order of January 14, 1876, by which the intervenors were made parties for the purpose of prosecuting this appeal in their own name, a statement of facts (page 1207), to the effect that when the decree was rendered the trustee, complainant, and the Railroad Company, and the other defendants, appeared by their respective attorneys, that there also appeared several attorneys for committees of various bondholders, that all the said parties agreed to the decree as entered, and that the same was not entered upon an independent consideration by the Court of the rights and equities of the various parties. The Court then proceeds to say that the statement that the complainant, the trustee, consented must be taken in connection with certain facts, namely, that when the draft of the decree was presented to the Court by the parties in interest, the trustee's solicitor laid before the Court a communication to the trustee from the intervenors, requesting the trustee to instruct its counsel to procure the ordinary decree of foreclosure and sale, and failing to obtain that, to appeal to the Supreme Court, etc. (p. 1207); that the trustee's solicitor therewith presented to the Court a petition, informing the Court that the intervenors had deposited their bonds with the trustee, and demanded a foreclosure under the first mortgage, and the trustee thereupon asked advice, (p. 1208).

The fact then that these intervenors were first mortgage bondholders, and desired the ordinary decree of foreclosure and sale, and wished to appeal should any other decree be entered, was brought to the attention of the Court by the trustee before the decree of October 22, 1875, was rendered. This is sufficient to repel the idea that the complainant gave any such consent as would bind the intervenors.

Again, the fact that the Circuit Court made the intervenors parties for the purposes of the appeal, shows that it did not intend to hold them concluded by any such consent.

In the following cases, among others, the Courts have expressed themselves very emphatically on the subject of consent decrees.

Jenkins *v.* Robertson, L. R., 1 Scotch Appl. Cases, 117.
Egerton *v.* Muse, 2 Hill, S. C. Eq., 51.
Butler *v.* Van Wyck, 1 Hill, N. Y., 461.

The trustee is not divisible. It could not assent to the decree, on behalf of the holders of the ninety-four per cent. of the bonds, and dissent on behalf of the intervenors. It was obliged to pursue the course which it has pursued throughout the proceedings which have grown out of the insolvency of this railroad—state the facts to the Court, and act under its advice and direction.

II.

The decree of October 22, 1875, is a just and equitable determination of the matters before the Court, and should be in all respects affirmed.

The first mortgage made by the Central Railroad Company of Iowa, contains the following provisions, (p. 729.)

" And it is further covenanted and agreed by and
" between the parties hereto, that in case of any
" judicial foreclosure sale or other sale of the
" premises embraced in this mortgage, under a
" decree of any Court having jurisdiction thereof,
" based upon the foreclosure of this mortgage, and
" the holders of a majority of the then outstanding
" bonds secured by this mortgage, shall, in writing,
" request the said trustee or their successor, they
" are authorized to purchase the premises embraced

" herein, for the use and benefit of the holders of
" the then outstanding bonds secured by this
" mortgage, and having so purchased said prem-
" ises, the right and title thereto shall vest in said
" trustee, and no bondholder shall have any claim
" to the premises or to the proceeds thereof, ex-
" cept for his *pro rata* share of the proceeds of
" said purchased premises, as represented in a new
" company or corporation, to be formed for the
" use and benefit of the holders of the bonds se-
" cured hereby ; and the said trustee may take such
" lawful measures, asdeemed for theinterest of said
" bondholders, to organize a new company or corpo-
" ration for the benefit of the holders of the bonds
" secured by this mortgage. Said new company or
" corporation shall be organized upon such terms,
" conditions and limitations, and in such a manner
" as the holders of a majority of said outstanding
" bonds secured by this mortgage, shall, in writing,
" request or direct, and said trustee so purchasing,
" shall thereupon reconvey the premises so pur-
" chased by them to said new company or cor-
" poration."

It is very clear that these provisions were especially designed to guard against the disastrous effects which are pretty sure to follow a sale for cash.

Those who drew the mortgage appear to have contemplated with alarm the consequences of a forced sale, and to have endeavored to provide a method by which the bondholders might be facilitated in organizing themselves into a new association to become possessed of the franchises and property mortgaged.

The intention of these provisions plainly is to give to the holders of a majority of the bonds secured by this mortgage, the right to cause a new Company to be organized, in such a manner as they should deem most conducive to the true interests of all, and to prevent any minority from demanding that their wishes should be complied with in preference to those of the majority, or else that they should be paid *pro rata* in cash. The greatest difficulty which bondholders have to contend with in such a case, is a want of unanimity, and the difficulty in providing funds- by assessment or otherwise, to pay off non-assenting holders.

Here then was a scheme, carefully devised, by which a majority should settle the "terms, conditions and limitations" of the reorganized company, and the manner of its organization, and the minority be bound by such determination.

Under such agreements and provisions, then, the intervenors became bondholders, and they are bound by them, and by all that may be lawfully done by virtue thereof.

Let us now see what steps were taken by the Court, to carry these provisions into effect.

The Court, by the report of a master, duly appointed, discovered that holders of first mortgage bonds to the amount of $2,372,500, and holders of second mortgage bonds to the amount of $716,000, and holders of third mortgage bonds to the amount of $55,000, being a majority in interest of the holders of the first and second mortgage bonds, had agreed upon a plan of reconstruction (p. 284). It was also represented to the Court, as was undoubtedly the fact, that the plan desired by these bondholders and their representatives had also, since the date of the master's report, been agreed to by holders of bonds to a large amount, who were at that time in opposition, and that their committee, known as the Boston Committee, had united with the committee representing the majority, and agreed in asking for the decree as signed. Thereupon the Court made a decree on the 22rd day of October, 1875, (p. 1,196,) in the fourth paragraph whereof, after reciting the provision of the mortgage above quoted, the Court went on to provide as follows:

"That for the purpose of carrying out these " promises in said mortgage contained, and in view " of the fact, found by the master and confirmed by " the Court, that the mortgaged property will not " sell in cash for near enough to pay the amount " due thereon, and that the several parties in interest, including the first, second and third mortgage " bondholders, general creditors and stockholders " in said Central Railroad Company of Iowa, have " united in asking the Court to so order the foreclosure and sale of said mortgaged property as to " preserve the priority of the first mortgage bondholders, and, at the same time, permit the holders " of the other subsequent liens and interests, to participate in the benefit of such sale and foreclosure,

"It is therefore further ordered and decreed " that Lewis M. Fisher be, and is hereby appointed " a Master, for the purpose of making and conducting the sale under the decree, of said mortgage " property, the same to be sold under the provisions of said first mortgage in the bill described."

The Court further provided, in the fifth paragraph:

"That the said Farmers' Loan and Trust Com-
"pany, complainant herein, for the purpose of
"carrying out the agreement of the parties to said
"mortgage, is hereby authorized and directed to
"bid at the sale of said mortgaged property, as
"trustee for the first mortgage bondholders, bid-
"ding thereat at least the amount of principal and
"interest of said first mortgage bonds; that if said
"trustee, as aforesaid, shall become the purchaser
"of said property at such sale, the title shall pass
"absolutely to said trustee, subject however to
"the trusts herein indicated on behalf of the several
"parties in interest, being the first, second and
"third mortgage bondholders, creditors and stock-
"holders of the Central Railroad Company of
"Iowa; and said property shall be conveyed by
"said trustee to a corporation organized, or to be
"organized, for the purpose of acquiring said prop-
"erty, under the provisions of said first mortgage
"and of this decree, and to be approved by a ma-
"jority of said first mortgage bondholders, in
"which said corporation, the controlling interest
"and power of management, shall be given to the
"first mortgage bondholders, in such manner as a
"majority of such first mortgage bondholders shall
"indicate and provide; and in which the second
"mortgage bondholders shall receive a second
"class of stock for the full amount, principal and
"interest, of said second mortgage bonds; and in
"which corporation the third mortgage bond-hold-
"ers and general creditors shall receive common
"stock at par, for the respective amounts due
"them, and in which the stockholders of the de-
"fendant shall receive common stock at the rate of
"one dollar in the new corporation for every three
"dollars of stock held by them in the defendant
"corporation."

"It is further ordered, that said trustee shall "make full report of its proceedings under this "decree to this Court, and shall submit the convey- "ance to be made to the new corporation herein "provided for, togther with the articles of incorpo- "ration of said company, to this Court, for appro- "val and confirmation."

In this way the Court endeavored to carry out the terms of the mortgage, and especially of that clause of the mortgage to which the particular attention of the Court has been requested, and under which the new company was formed.

But we are told by the intervenors, in their assignment of errors, that the Circuit Court attempted to force different and inconsistent duties and trusts upon the trustee from what the parties in interest had themselves by the trust deed established.

Now let us bear in mind that a majority in interest of the holders of the first mortgage bonds had, prior to the rendering of the decree, organized a new company or corporation to receive the title of the mortgaged premises, exactly in accordance with the terms of the decree, providing in their articles of association, that the different holders of incumbrances against the property should receive exactly the same relative interests in the new corporation as they are given by this decree.

Our contention then is, that under the clauses of the original mortgage, which we have already cited, the Court was authorized to make the decree which it finally made, and by virtue of the decree and mortgage, the majority of bondholdhers were authorized to form such new corporation, and to bind by their so doing, the holders of the minority of the first mortgage bonds. The new corporation, it was expressly provided by the mortgage, should be organized "upon such terms, conditions and "limitations, and in such a manner as the holders "of a majority of said outstanding first mortgage "bonds secured by said mortgage, should in "writing request or direct."

"*On such terms, conditions and limitations, and in such a manner*." It seems difficult to find broader and more comprehensive language.

But the intervenors are understood to object, and to insist that new and different trusts are created, mainly on the grounds that junior interests are provided for, and that all the securities of the new company, including both stock and bonds, are not apportioned among the first mortgage bondholders only. It is true that after the first bonds are fully paid, the surplus is devoted, on paper, to the subsequent incumbrancers, but in view of the fact found by the master, that the mortgaged property would not sell for near enough to pay the amount due thereon, and the further fact that there is very little hope that the best management can ever make this road pay the interest on the first mortgage, the grievance of the intervenors seems more fancied than real.

If the majority of the first mortgage bondholders had not power, in their new organization, to provide certain interests for the junior incumbrancers, then the scheme could scarcely be carried out, and the clauses giving them power to reorganize would be almost a delusion. Junior interests must, of necessity, be represented in foreclosure suits, and their active opposition is one of the strongest barriers in the way of bondholders in effecting reorganization. We must suppose, in construing the power, that those who framed it did not intend it to be so limited in its construction as to be practically a nullity.

We fail then to see the force of the suggestion of the appellants, that the Circuit Court attempted to force different and inconsistent duties and trusts upon the trustee of the bondholders, from what the parties had themselves established by the mortgage deed. And we are greatly surprised at the assertion that there can be no pretense that in this respect the decree follows the deed of trust, and that whatever power the trustee had, after the decree was entered, was conferred by the Court, and not by the deed of trust or agreement of the parties, (Brief p. 13).

Again, the appellants claim that it was extra judicial, and beyond the power of the Court to take cognizance of plans of reconstruction, and cite the case of The Vermont and Canada R. R. *vs.* Vermont Central R. R., 50 Vermont, 593, (S. C. 14 Amer. Railway 497,) which wholly fails to sustain any such position. The learned judge in the opinion in that case does indeed state (p. 551) the plain proposition that the sanction of the Court cannot be held to control or essentially to modify or add to the force and effect which such arrangements would otherwise have. But plans of reorganization are essential for the protection of bondholders in cases of default and insolvency of railroads. On principle it is in an eminent degree proper that a Court of Equity should take cognizance of them. As matter of fact they do take such cognizance, even enjoining foreclosure suits in pursuance of such plans. A plan of reconstruction was especially approved by the Supreme Court of the State of New York in the case of the Farmer's Loan and Trust Company against the Erie Railway Company, and the receiver was ordered to aid in carrying it out. In the case of the Atlantic, Mississippi and Ohio Railroad, the Circuit Court for the District of Virginia, enjoined and prohibited foreclosure proceedings under any of the mortgages prior to that under which the sale was to take place, in order to aid the junior encumbrancers in perfecting and carrying out a plan of reorganization, and this when the principal of one of the earlier mortgages was actually due. In the Chesapeake and Ohio case, the Court exerted its power in various ways, requiring only small payments of money, and giving long credits for so much of the purchase-money as represented the prior indebtedness, and ordering a sale under all the mortgages, and the execution of a new trust deed, to secure that portion of the purchase-money for which credit was allowed.

Yet it is hardly necessary to defend these powers of Equity in the case at bar, for the Court has not exercised them. It has merely followed the course prescribed by the deed of trust.

III.

A few points made by the appellants in their brief, and which have not been touched upon herein, will now be considered.

1.—The fourth assignment of error is to the effect that the sixth paragraph of the decree is erroneous, as discriminating in the terms of purchase in favor of the complainant.

The paragraph in question provides that if any party other than the complainant should become the purchaser, he shall deposit a certain sum as earnest-money, and in case of his failure to do so, the property shall be again put up for sale.

Practically, such a course is pursued at every foreclosure sale. If the plaintiff purchases, he is not compelled to go through the form of paying the consideration to the Master and receiving it back again. There was no necessity of any earnest-money being paid by the complainant when purchasing for the benefit of those interested, and the provision is wise and proper.

2.—The eleventh assignment of error is to the effect that the decree is not responsive to the prayer of the bill of complaint.

The bill (p. 42) sets forth the facts very fully, annexes and refers to a copy of the mortgage, and finally prays the usual relief in such cases, with the ordinary prayer for other and further relief.

The decree grants the relief prayed for, and directs the purchase to be made by the trustee, in furtherance of the agreement of the parties contained in the mortgage, which is a part of the complaint.

3. The appellants fall into the singular error of supposing that the stockholders are the debtors (p. 16, Brief). The debtor is the corporation, and the corporation is barred and foreclosed of all equity of redemption in the usual way.

4. A point is made as to the advertising (p. 18 brief). The decree originally ordered the sale to be advertised in the "Financier and Des Moines Register." During the pendency of the first *supersedeas*, which was vacated by this Court, the Financier became merged in "The Public," and both papers were published under the latter name.

This appearing to the Court, it made an order, June 8, 1877 (erroneously printed January 8,) that the notice be printed in "The Public," with the same effect as if its name had not been changed.

The appellants claim that this order was a nullity. It seems immaterial whether it was or not. If the Financier was merged in the Public, the advertisement in the Public was a sufficient compliance with the terms of the decree, without any order. If there was no such paper, and the Financier had ceased to exist, the provision of the decree in respect to it was a nullity, and the publication in the Public was not required. Publication in one paper is sufficient.

IV.

But, if for any reason the Court should consider that the appellant has just cause for complaint in that junior interests have been admitted to share with them in the benefit of the new corporation, though such privilege is, in fact, scarcely more than nominal, it by no means follows that the necessary alternative is a reversal of the decree or a sale for cash.

For a Court of Equity will always grant relief against the defective execution of a power created by a party, although they will not relieve against the defective execution of a power created by law.

Bright *v.* Boyd, 1 Story's C. C. 478.
Pratt *v.* McCullough, 1 McLean, 69.

The Court will then correct any error into which the Court below may have fallen, especially when, as in this case, the defect, if it exist at all, is not in the execution of the power, but by way of excess.

" Where there is a complete execution of a power, and something improper is added, not authorized by the power, the execution is good and only the excess void."

Wallace *vs.* Howell, 3 Wash. C. C., 12.

If there is error, it is because of the provisions made for the benefit of the junior interests. The decree so far as executed, that is by the sale to the trustee under the power, is clearly good and valid in execution of the power. The Court will merely modify the provisions of the trust, under which the conveyance is to be made, and the terms of reorganization, so that the purchase should be for the benefit of the first mortgage bond-holders only.

But the Court will make no such modification on behalf of the ninety-four per cent. of assenting bond-holders. They do not desire it, and no appeal is taken by them, or on their behalf. If equity can be done to the intervenors without disturbing the others, the Court will pursue that course.

And there is such a course that can be pursued. An arrangement can be made, if the Court should so direct, whereby the intervenors can receive, in addition to the provisions made for their benefit in the decree, a proportion of the stock provided for the junior interests, which shall bear the same ratio to the entire issue of such stock as their bonds bear to the entire issue of first mortgage bonds.

In this manner all the injury they complain of will be rectified, and the others interested will adjust the nominal loss among themselves.

In the case of the Mobile & Ohio Railroad (Ketchum *vs.* Duncan) this Court made an order on a motion to rescind an order suspending the operation of the *supersedeas*, ordering that the Circuit Court proceed with the execution of the decree appealed, upon the filing of a bond conditioned to pay the appellants the difference between the amounts which they would receive from the proceeds of the sale, in case certain disputed coupons were disallowed as part of the mortgage debt, and the amount they would receive in case the mortgage property should be sold and distributed under the decree as it then stood.

V.

The Decree of the Circuit Court, bearing date, October 22, 1875, should be in all respects affirmed.

HERBERT B. TURNER,
B. F. LEE,
Solicitors for Appellee, Farmers' Loan and Trust Company, Trustee.